CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
JUNE 4, 2024

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

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

Comments will be limited to 3 minutes. Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

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

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

ACCOMODATIONS

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

ORDER OF BUSINESS

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

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to a maximum of 3 minutes for each speaker and comments will be limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

CLOSED SESSION

GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION:
Deanna Maclachlan v. City of Ontario, Superior Court of California, County of San Bernardino, Case No. CIV SB 2304275

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Property: APN: 0210-205-01; 4000 E. Ontario Center Parkway; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: OTC Lot A Owner, LLC c/o Adept Urban; SMG. Under negotiation: Price and terms of payment.

ATTACHMENT: 20240604 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Wapner

INVOCATION

Pastor Victor Enoch Zesati, Victory Outreach Ontario Bilingual

REPORT ON CLOSED SESSION

City Attorney

SPECIAL CEREMONIES

TWENTY-FOURTH ANNUAL MODEL COLONY AWARDS

That the City Council present the 2024 "Model Colony" Awards for Historic Preservation.

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes with each speaker given a maximum of 3 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests.

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

AGENDA REVIEW/ANNOUNCEMENTS

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT CALENDAR

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

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

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1. BILLS & PAYROLL

Bills May 3, 2024 through May 16, 2024, and Payroll April 21, 2024 through May 4, 2024.

2. A PROFESSIONAL SERVICES AGREEMENT WITH RAY KLEIN, INC. DBA PROFESSIONAL CREDIT SERVICE FOR COLLECTION AGENCY SERVICES

That the City Council authorize the City Manager or designee to execute a Professional Services Agreement with Ray Klein Inc., dba Professional Credit Service of Vancouver, Washington, to perform collection agency services for delinquent accounts for a period of three years, with two optional one-year extensions to continue providing collection agency services for various City Agencies.

ATTACHMENT: PSA Ray Klein - Collection Agency Services.pdf

3. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE ACQUISITION OF POLICE DEPARTMENT FRONTLINE PATROL EQUIPMENT

That the City Council authorize the City Manager or his designee to execute an Amendment to the Professional Services and Equipment Purchase Agreement with Axon Enterprise, Inc., of Scottsdale, Arizona, for the purchase of additional Fleet 3 advanced cameras for additional patrol units for a new total not-to-exceed contract amount of $9,780,670.

ATTACHMENT: Axon Amend 5.pdf

4. AUTHORIZE CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT WITH MCCARTHY BUILDING COMPANIES, INC. FOR DESIGN-BUILD CONSTRUCTION SERVICES FOR THE CITY HALL PARKING STRUCTURE PROJECT

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Change Order No. 3 to the Construction Contract with McCarthy Building Companies, Inc., of Newport Beach, California, for design-build construction services for the City Hall Parking Structure Project in the amount of $878,788 for a total not-to-exceed contract amount of $30,857,931; and
B. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to agreements, assessments,

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

ATTACHMENT: McCarthy CO#3 - Waterline.pdf

5. A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF ONTARIO LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

That the City Council consider and adopt a Resolution approving the 2024 Amendment to the "City of Ontario Local Guidelines for Implementing the California Environmental Quality Act (CEQA)".

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

ATTACHMENT: 2024 CEQA Guidelines^02 Attach A (Summary of Changes)
ATTACHMENT: 2024 CEQA Guidelines 03 Attach B - Reso^RESO^RM
ATTACHMENT: 2024 CEQA Guidelines^04 Reso Exhibit A (Guidelines Document)

6. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20451

That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Tract Map No. 20451, located on the West side of Hamner Avenue, approximately 570 feet north of Eucalyptus Avenue, within the Esperanza Specific Plan.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20451 LOCATED ON THE WEST SIDE OF HAMNER AVENUE, APPROXIMATELY 570 FEET NORTH OF EUCALYPTUS AVENUE.

ATTACHMENT: 20240604_Tract_Map_20451^01^EXH^A.pdf
ATTACHMENT: 20240604 Tract Map 20451 02^RESO^RM

7. A RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

That the City Council adopt a Resolution approving the Fiscal Year 2024-25 Project List for Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

ATTACHMENT: Road Maintenance and Rehabilitation Account^02^RESO^RM
ATTACHMENT: Exhibit A-Road Maintenance and Rehabilitation Account.pdf

8. AUTHORIZATION OF THE SALE OF A POLICE HELICOPTER

That the City Council authorize the City Manager or his designee to execute the Aircraft Sales Agreement with a buyer of Canada, B.C., (on file with the Records Management Department) for the sale of the City's police helicopter identified by N10NT (Model H125B3) in the amount of $2,435,000 for disposition of this aircraft.

9. GOODS AND EQUIPMENT PURCHASE AGREEMENTS WITH ALL AMERICAN ASPHALT AND MANHOLE ADJUSTING, INC. FOR THE PROCUREMENT OF ASPHALT MATERIALS

That the City Council authorize the City Manager or his designee to execute Maintenance Services Agreements for the procurement of asphalt materials with All American Asphalt, of Corona, California, for a total not-to-exceed contract amount of $5,932,772 for up to five years and Manhole Adjusting, Inc., of Pico Rivera, California, for a total not-to-exceed contract amount of $174,380 for up to five years.

ATTACHMENT: Model Goods and Equipment Purchase Agreement All American Asphalt.pdf

ATTACHMENT: Model Goods and Equipment Purchase Agreement Manhole Adjusting Inc..pdf

10. A CONSTRUCTION CONTRACT WITH GRBCON, INC. FOR THE EASEMENT STORM DRAIN REPAIR PROJECT

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Construction Contract with GRBCON, Inc., of Baldwin Park, California, for the Easement Storm Drain Repair Project in the amount of $707,191;
B. Authorize a 10% contingency of $70,719 to address any unforeseen issues that may arise during the construction for a total not-to-exceed contract amount of $777,910; and
C. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts and filing a notice of completion at the conclusion of all construction related activities.

ATTACHMENT: GRBCON, Inc Easement Storm Drain Project SM2401.pdf

11. A MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORIST, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES

That the City Council authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-15 with West Coast Arborist, Inc., of Anaheim, California, to provide Citywide Tree Maintenance Services for a total contract amount not-to-exceed $11,609,505 for up to five (5) years.

ATTACHMENT: Maintenance Services Agreement Citywide Tree Maintenance Services Services PM 2425-15.pdf

12. A MAINTENANCE SERVICES AGREEMENT WITH UNITED STORM WATER, INC. FOR CITYWIDE STORM DRAIN MAINTENANCE SERVICES

That the City Council authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. SM-2425 with United Storm Water, Inc., of Industry, California, to provide citywide Storm Drain Maintenance Services for a total contract amount not-to-exceed $640,290 for up to three years.

ATTACHMENT: United Storm Drain MSA SM-2425.pdf

13. AWARD A CONSTRUCTION CONTRACT TO AWI BUILDERS, INC. FOR THE FIRE ADMINISTRATION BUILDING

That the City Council take the following actions:

A. Reject S.J. Amoroso Construction Co., LLC's bid for the Fire Administration Building project as being non-responsive, and
B. Authorize the City Manager or his designee to execute a Construction Contract with AWI Builders, Inc., of Burbank, California, to provide construction services for the D&C21-001A New Fire Administration Building in the amount of $31,665,595, and
C. Authorize a 15% contingency of $4,749,840, for a total not-to-exceed contract amount of $36,415,435; and
D. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

ATTACHMENT: AWI Construction Contract 5.20.24.pdf

14. AN AMENDMENT TO THE ARCHITECTURAL DESIGN SERVICES AGREEMENT WITH PBK ARCHITECTS, INC. FOR FIRE STATION NO. 1 AND THE FIRE ADMINISTRATION BUILDING

That the City Council authorize the City Manager or designee to execute Amendment No. 2 to the Architectural Design Services Agreement with PBK Architects, Inc., of Rancho Cucamonga, California, to provide additional architectural design of Fire Station No. 1 and Fire Administration Building in the amount of $70,720 for a total not-to-exceed contract amount of $3,759,720 and extend the agreement to June 30, 2026.

ATTACHMENT: PBK Amendment No. 2 w Proposals AA.pdf

15. A MAINTENANCE SERVICES AGREEMENT WITH CMAX COMMERCIAL MAINTENANCE, INC. FOR CITYWIDE STREET SWEEPING SERVICES

That the City Council authorize the City Manager, or his designee, to execute a Maintenance Services Agreement for Citywide Street Sweeping Services with CMAX Commercial Maintenance, Inc. (CMAX), of Ontario, California, for a total contract amount not-to-exceed $66,412,963 for up to 15 years.

ATTACHMENT: CMAX Inc. - Maintenance Services Agreement 5.28.24.pdf

16. AUTHORIZE THE PURCHASE OF A LIVE FIRE SIMULATOR PROP WITH DRAEGER, INC. FOR

THE ONTARIO FIRE DEPARTMENT

That the City Council authorize the City Manager or his designee to execute the purchase of a live fire simulation prop from Draeger, Inc., of Telford, PA, in an amount not-to-exceed $728,262.

ATTACHMENT: Draeger, Inc. Goods and Services Agreement.pdf

17. MAINTENANCE SERVICES AGREEMENTS WITH PRIORITY LANDSCAPE SERVICES, LLC., MERCHANTS LANDSCAPE SERVICES, INC., AND BRIGHTVIEW LANDSCAPE SERVICES, INC., FOR LANDSCAPE MAINTENANCE SERVICES FOR FORMER REDEVELOPMENT SITES, HOUSING AND GAS TAX FUNDED SITES, WATER WELL SITES, AND CERTAIN PARKWAYS, FIRE STATIONS, AND LANDSCAPE MEDIANS IN THE OLD MODEL COLONY

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-03 Former Redevelopment Sites for Landscape Maintenance Services with Priority Landscape Services, LLC., of Anaheim, California, for a total contract amount not-to-exceed $1,066,454 for up to five (5) years, and
B. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-04 Housing and Gas Tax Funded Sites for Landscape Maintenance Services with Priority Landscape Services, LLC., of Anaheim, California, for a total contract amount not-to-exceed $357,671 for up to five (5) years, and
C. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-16 Water Well Sites for Landscape Maintenance Services with BrightView Landscape Services, Inc., of Upland, California, for a total contract amount not-to-exceed $1,280,338 for up to five (5) years; and
D. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-12 Certain Parkways, Fire Stations, and Landscape Medians in the Old Model Colony for Landscape Maintenance Services with Merchants, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $1,782,972 for up to five (5) years.

ATTACHMENT: Maintenance Services Agreement Citywide Well Sites PM 2425-16.pdf
ATTACHMENT: Maintenance Services Agreement for Former Redevelopment Sites PM2425-03.pdf
ATTACHMENT: Maintenance Services Agreement Landscape Maintenance for the Housing and Gas Tax Funded Sites.pdf
ATTACHMENT: Maintenance Services Agreement Certain Parkways, Fire Stations, Parkway Medians.pdf

18. A PROFESSIONAL SERVICES AGREEMENT FOR LEGAL CONSULTING SERVICES WITH RICHARD D. JONES DBA JONES MAYER

That the City Council authorize the City Manager or his designee to execute a Professional Services Agreement with Richard D. Jones, a Professional Law Corporation, dba Jones Mayer, of Fullerton, CA, for legal consulting services for a total not-to-exceed contract amount of $375,000.

ATTACHMENT: 002 Revised 2023 Model Professional Services Agreement Template_Jones and Mayer Updated.docx

19. DESIGN SERVICES AGREEMENTS FOR ON-CALL WATER AND SEWER ENGINEERING SERVICES

That the City Council approve three-year Design Services Agreements with six firms to provide On-Call Water and Sewer Engineering Services in the amount of $200,000 per year for a three-year total not-to-exceed amount of $600,000 for each firm, and authorize the City Manager, or his designee, to execute said Agreements and future amendments within the authorized limits.

ATTACHMENT: 20240604 DSA with Hazen & Sawyer AGMT
ATTACHMENT: 20240604 DSA with GHD Inc AGMT
ATTACHMENT: 20240604 DSA with Stantec Consulting Services AGMT
ATTACHMENT: 20240604 DSA with Albert A Webb Associates AGMT
ATTACHMENT: 20240604 DSA with Ardurra Group Inc AGMT
ATTACHMENT: 20240604 DSA with TKE Engineering Inc AGMT

20. PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL PROJECT MANAGEMENT SERVICES

That the City Council approve three-year Professional Services Agreements with five firms to provide On-Call Project Management Services in the amount of $200,000 per year for a three-year total not-to-exceed amount of $600,000 for each firm; and authorize the City Manager, or his designee, to execute said Agreements and future amendments within the authorized limits.

ATTACHMENT: 20240604 DSA with Z&K Consultants Inc. AGMT
ATTACHMENT: 20240604 PSA with Adurra Group Inc. AGMT
ATTACHMENT: 20240604 PSA with FCG Consultants Inc AGMT
ATTACHMENT: 20240604 PSA with AKM Consulting Engineers Inc. AGMT
ATTACHMENT: 20240604 PSA with Anser Advisory Management AGMT

21. A CONTINGENCY INCREASE TO THE CONSTRUCTION CONTRACT WITH JAMES FOWLER CO. AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PETRA GEOSCIENCES INC. FOR GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR UT1046 SAN ANTONIO TRANSMISSION WATER MAIN PHASE 2 PROJECT

That the City Council take the following actions:

A. Approve and authorize the City Manager, or designee, to increase the Construction Contract contingency with James Fowler Co., of Dallas, Oregon, in the amount of $399,763, increasing the overall construction contingency from 10% ($799,526) to 15% ($1,199,288), for a new total not-to-exceed contract authorization of $9,194,544.
B. Approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Professional Services Agreement with Petra Geosciences, Inc., of Costa Mesa, California, to amend the Agreement by $241,269 for a new total not-to-exceed amount

of $498,444, and a term from October 29, 2022, to September 30, 2024.

ATTACHMENT: Exhibit A.pdf

ATTACHMENT: PSA with Petra Geoscience AGMT Amendment No. 1

22. A MAINTENANCE SERVICES AGREEMENT WITH UBICQUIA, INC., FOR SMART CITY STREETLIGHT CONTROL SYSTEM SERVICES

That the City Council authorize the City Manager or his designee to execute a Maintenance Services Agreement with Ubicquia, Inc., of Fort Lauderdale, Florida, to provide Smart Streetlight Monitoring Software and Data Retention Services for a total contract amount not-to-exceed $470,000 for up to five (5) years.

ATTACHMENT: UBICQUIA CONTRACT.pdf

23. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH CALIFORNIA PPE RECON. INC. FOR RENTAL AND MAINTENANCE OF PERSONAL PROTECTIVE EQUIPMENT FOR THE ONTARIO FIRE DEPARTMENT

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Goods and Services Agreement with California PPE Recon. Inc., of Riverside, California for rental and maintenance of personal protective equipment (PPE) to increase the current contract by $85,000, plus a 10% contingency for a new not to exceed amount of $247,500 per contract year, for a total contract amount not to exceed $1,237,500

ATTACHMENT: CA PPE - Amendment No. 1 revised.pdf

24. A COST SHARING AGREEMENT WITH CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

That the City Council approve and authorize the City Manager or his designee to execute a Cost Sharing Agreement with the Chaffey Joint Union High School District for three School Resource Officers for a total revenue amount of $1,381,163.

ATTACHMENT: Ontario PD - CJUHSD School Resource Officer Agreement FY2024

25. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH THIRTIETH STREET ARCHITECTS, INC., FOR THE DOWNTOWN A1 BLOCK PRESERVATION PROJECT DESIGN

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Amendment No. 5 to the Design Services Agreement with Thirtieth Street Architects, Inc., of Newport Beach, California, in the amount of $147,300 for a total not-to-exceed $706,600; and
B. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

ATTACHMENT: Revised 2023 Ontario Model Amendment (non-construction contract)_A1Block_draft

ATTACHMENT: 100 Block Mothballing Proposal_Final 20240422^Attch A.doc

PUBLIC HEARINGS

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

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

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26. A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

That the City Council consider and:

A. Adopt a Resolution of Formation of Community Facilities District No. 65 (Falloncrest), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopt a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 65 (Falloncrest);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 65 (Falloncrest);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 65 (Falloncrest); and
F. Adopt a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC, a California limited liability company.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST) TO INCUR BONDED INDEBTEDNESS).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST).

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST).

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

ATTACHMENT: CFD 65 Falloncrest 01 Reso of Formation^01^RESO^RM
ATTACHMENT: CFD 65 Falloncrest^01A RMA EXH B.pdf
ATTACHMENT: CFD 65 Falloncrest 02 Reso Deeming Necessity to Incur^02^RESO^RM
ATTACHMENT: CFD 65 Falloncrest 03 Reso Calling Election^03^RESO^RM
ATTACHMENT: CFD 65 Falloncrest 04 Reso Declaring Election^04^RESO^RM
ATTACHMENT: CFD 65 Falloncrest 05 Ordinance^05^ORD^RM
ATTACHMENT: CFD 65 Falloncrest 06 Reso Authorizing Acquisition Agreement^06^RESO^RM
ATTACHMENT: CFD 65 Falloncrest^07 Concurrence of Election Official.docx
ATTACHMENT: CFD 65 Falloncrest^08 Back-Up Notice of Special Tax Lien.docx
ATTACHMENT: CFD 65 Falloncrest^09 Acquisition and Funding Agreement.doc
ATTACHMENT: CFD 65 Falloncrest^10 Back-Up Hearing Report.pdf
ATTACHMENT: CFD 65 Falloncrest^11 Back-Up Consent and Waiver Lennar Homes of California. LLC.pdf
ATTACHMENT: CFD 65 Falloncrest^12 Back-Up Consent and Waiver KL LHB DSD AIV LLC.pdf
ATTACHMENT: CFD 65 Falloncrest^13 Back-Up Registrar of Voters.pdf
ATTACHMENT: CFD 65 Falloncrest^14 Back-Up Confirmation of AD _Formation.pdf
ATTACHMENT: CFD 65 Falloncrest^15 Back-Up Confirmation of AD_Incur.pdf

27. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 301 NORTH EUCLID AVENUE FOR THE GRANADA THEATER REVITALIZATION PROJECT

That the City Council conduct a public hearing and adopt a Resolution of Necessity declaring that the acquisition of a fee simple interest in certain real property located at 301 North Euclid Avenue, more particularly described as Assessor Parcel No. 1048-566-07 (the Property), is necessary for the rehabilitation of the Historic Granada Theater.

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 301 NORTH EUCLID AVENUE, IN ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS APN: 1048-566-07, FOR PUBLIC PURPOSE.

ATTACHMENT: 301 North Euclid Resolution^01^RESO^RM
ATTACHMENT: 301 North Euclid Resolution Exhibt A^02.pdf
ATTACHMENT: 301 North Euclid Staff Report Exhibit 1^03.pdf

28. A PUBLIC HEARING TO CONSIDER AN URGENCY ORDINANCE TO IMPLEMENT MULTIPLE-FAMILY RESIDENTIAL AND MIXED-USE RESIDENTIAL OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS, FILE NO. PDCA24-001

That the City Council take the following actions:

A. Consider and waive further reading of an Urgency Ordinance amending the reference document section of the City's Development Code.
B. Consider and adopt a Resolution to implement Objective Development and Design Standards for multiple-family and mixed-use residential development.

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA24-001 AMENDING THE REFERENCE DOCUMENT SECTION OF THE ONTARIO DEVELOPMENT CODE, TO AUTHORIZE OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE DEVELOPMENT, AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA24-001 IMPLEMENTING THE OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE DEVELOPMENT, AND FINDING THE ACTION TO BE EXEMPT FROM CEQA.

ATTACHMENT: File No PDCA24-001 ODDS Urgency Ordinance^01^RESO^RM
ATTACHMENT: File No. PDCA 24-001 Urgency Ordinance 02^ORD^RM

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

29. A RESOLUTION AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES) SPECIAL TAX BONDS, SERIES 2024 AND RELATED MATTERS

That the City Council take the following actions:

A. Consider and adopt a Resolution authorizing the issuance of City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "Bonds"), in an aggregate principal amount not-to-exceed $12.5 million, authorizing the execution and delivery of an Indenture, a Bond Purchase Agreement, a Continuing Disclosure Agreement and an Amended and Restated Acquisition and Funding Agreement, authorizing the distribution of an Official Statement and related actions;
B. Consider and adopt a Resolution of the City of Ontario making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related actions;

C. Authorize the issuance of special tax bonds for public improvements required to facilitate the development of the Countryside Phase 2 South - Facilities project and the Ontario Ranch development;
D. Approve the forms of the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, an Amended and Restated Acquisition and Funding Agreement, and the Preliminary Official Statement;
E. Authorize a negotiated sale of the special tax bonds to Samuel A. Ramirez & Co., in accordance with the terms of the Bond Purchase Agreement; and
F. Authorize the execution of the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, a deemed final certification in connection with the Preliminary Official Statement, a final Official Statement and other documents in connection with the issuance of the bonds by the City Manager or the other specified authorized officers.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES) SPECIAL TAX BONDS, SERIES 2024, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $12,500,000, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND AN AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

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

ATTACHMENT: CFD 35 Countryside Phase 2 South Facilities^01 Authorizing the Issuance of Bonds^01^RESO^RM.doc
ATTACHMENT: CFD 35 Countryside Phase 2 South Facilities^02 Declaration Intent to Reimburse Facilities Expenditures^02^RESO^RM.doc
ATTACHMENT: CFD 35 Countryside Phase 2 South Facilities^03 Indenture.pdf
ATTACHMENT: CFD 35 Countryside Phase 2 South Facilities^04 Bond Purchase Agreement.pdf
ATTACHMENT: CFD 35 Countryside Phase 2 South Facilities^05 Continuing Disclosure Agreement.pdf
ATTACHMENT: CFD 35 Countryside Phase 2 South Facilities^06 Amended and Restated Acquisition and Funding Agreement.pdf
ATTACHMENT: CFD 35 Countryside Phase 2 South Facilities^07 Preliminary Official Statement.pdf
ATTACHMENT: CFD 35 Countryside Phase 2 South Facilities^08 Appraisal Report.pdf

30. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING ARTICLE 22 (VALET PARKING) TO CHAPTER 6 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) OF THE ONTARIO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO VALET PARKING

That the City Council introduce an Ordinance adding Article 22 (Valet Parking) to Chapter 6

(Traffic) of Title 4 (Public Safety) and amending Section 4-6.1202 of the Ontario Municipal Code, establishing regulations relating to valet parking.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING ARTICLE 22 (VALET PARKING) TO CHAPTER 6 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) AND AMENDING SECTION 4-6.1202 OF THE ONTARIO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO VALET PARKING.

ATTACHMENT: Ontario-Valet Parking FINAL Revised^ORD^RM

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
June 4, 2024

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

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

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

- GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: Deanna Maclachlan v. City of Ontario, Superior Court of California, County of San Bernardino, Case No. CIV SB 2304275

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
  Property: APN: 0210-205-01; 4000 E. Ontario Center Parkway; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: OTC Lot A Owner, LLC c/o Adept Urban; SMG. Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **SPECIAL CEREMONIES**
Department: Planning Prepared By: Elly Antuna Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No:

SUBJECT: TWENTY-FOURTH ANNUAL MODEL COLONY AWARDS

RECOMMENDATION: That the City Council present the 2024 "Model Colony" Awards for Historic Preservation.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

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

BACKGROUND & ANALYSIS: The Planning Commission, acting as the Historic Preservation Commission, developed the "Model Colony" Awards program to recognize outstanding achievement in the preservation of Ontario's historic resources.

The "Model Colony" Awards are presented by the City Council each spring to coincide with National Historic Preservation Month. On May 7, 2024, the City Council proclaimed the month of May 2024 as "Historic Preservation Month" in the City of Ontario. Four awards will be presented in the categories of preservation. On April 23, 2024, the Planning/Historic Preservation Commission considered each category and chose the following recipients:

Award of Merit: For achievement in the ongoing preservation of a historic resource.

Recipient: **Philip Weeks House, John and Maria Dye**

Award of Merit: For achievement in the ongoing preservation of a historic resource.

Recipient: **Albert S. Leo House, Andrew Moore**

Award of Merit: For achievement in the ongoing preservation of a historic resource.

Recipient: **Masonic Hall, Phoebe Xu**

Award of Merit: For achievement in the ongoing preservation of a historic resource.

Recipient: **United States Post Office, Postmaster Maricela Pocasangre**

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Jennifer Schaefer Department: Financial Services Prepared By: Francisco Olivares Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: William B Quan, Doreen Nunes Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 2

SUBJECT: A PROFESSIONAL SERVICES AGREEMENT WITH RAY KLEIN, INC. DBA PROFESSIONAL CREDIT SERVICE FOR COLLECTION AGENCY SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or designee to execute a Professional Services Agreement with Ray Klein Inc., dba Professional Credit Service of Vancouver, Washington, to perform collection agency services for delinquent accounts for a period of three years, with two optional one-year extensions to continue providing collection agency services for various City Agencies.

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

FISCAL IMPACT: There is no direct fiscal impact for this Agreement. Pursuant to Ontario's Municipal Code Section 1-2.06, "Fees, charges, and taxes made a civil debt," any fees or interest charged by the collection agency will be added to the debt and become part of the total due. The collection rates negotiated with Professional Credit Service are regular/first placement 18%, second placement 18%, and legal services 30%. Pursuant to the Agreement with Professional Credit Service, the collection rate will be added to the original amount that was referred from the City. Professional Credit Service will pay the City on a monthly basis.

BACKGROUND & ANALYSIS: The Financial Services Agency wishes to procure a citywide collection agency for all departments to utilize. The goal of this procurement is to centralize the majority of citywide collection functions under one contract with the intent of maximizing recovered revenues from delinquent debtors, bringing efficiencies of scale to the collections process, and enhancing the reporting and oversight capabilities of City Staff administering the citywide collections program.

Staff prepared and issued a Request for Proposal (RFP) on February 26, 2024. The RFP was posted on PlanetBids and the following three firms responded back with their proposals:

Vendor
- Ray Klein Inc., dba Professional Credit Service
- RSI Enterprises
- Sierra Outsource Solutions (SOS)

The selection committee for the procurement consisted of City Staff from the Police, Fire, Municipal Utilities, Community Development, and Financial Services Agencies. The selection committee reviewed and analyzed all three proposals based on experience, background, qualifications, references, and proposed collection fee rates.

After the review process, the selection committee reviewed and discussed each firm's capabilities based upon relevant factors, such as experience, technical competence, conflict of interest, background, qualifications, references, and proposed collection fee rates. Following a detailed review and discussion of the relative strengths and weaknesses of all firms, all ratings were tabulated, and Professional Credit Service best meets the overall needs of the City.

Professional Credit Service has 90 years of experience in debt collections for government entities and currently provides collection services for several state, county, municipal, healthcare, and business clients. Some of their municipal clients include the City of Anaheim, the City of Burbank, the City of Glendale, the City of Corona, and the City of Chino Hills.

Professional Credit Service offers technological advantages by providing convenient access and full transparency to collection activities and account management through its secure client-facing online portal. Clients can access recordings or transcripts of any consumer calls, create reports, and manage accounts. Professional Credit Service provides real-time translation between collectors and consumers through Certified Languages International which allows them to communicate with consumers in 200+ languages, including Spanish, Chinese Mandarin, Japanese, and Vietnamese. The firm adheres to the Fair Debt Collection Practices Act and is TCPA (Telephone Consumer Protection Act) compliant.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of 4th of June, 2024, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and Ray Klein Inc., dba Professional Credit Service, a Corporation incorporated in Washington State, with its principal place of business at 12204 SE Mill Plain Blvd., Vancouver, WA 98684 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Collection Agency services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **Collection Agency Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Collection Agency consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion of the Executive Director of Finance and requires Director's written approval, to

renew this Agreement for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. **The total compensation shall not exceed the following contingency fees; Regular 18%, Second Placements 18% and Legal Services 30%** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding,

unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Carl Christensen – Chief Operating Officer, Lisa Kirk – VP Sales, and Rob Nestell – Client Relationship Executive.

3.3.5 City's Representative. The City hereby designates Francisco Olivares, Business License Supervisor, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Rob Nestell, Client Relationship Executive, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants

shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services

available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

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

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

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its

employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Ray Klein Inc., dba Professional Credit Service**
12204 SE Mill Plain Blvd.
Vancouver, WA 98684
ATTN: David White, Chief Executive Officer

City: **City of Ontario**
303 East "B" Street
Ontario, CA 91764
ATTN: Francisco Olivares, Business License Supervisor

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation

to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or

the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the

successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and

authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RAY KLEIN INC., DBA PROFESSIONAL CREDIT

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

RAY KLEIN INC., DBA PROFESSIONAL CREDIT

By: _____

Its: Chief Executive Officer (CEO)

Printed Name: David White

By: _____

Its: Chief Client Officer (CCO)

Printed Name: Jeff Johnson

EXHIBIT "A"
SCOPE OF SERVICES

Term of Service and Agreement

The term of service in this agreement is for a period of three (3) years, beginning on July 1, 2024 and ending on June 30, 2027. In addition, the City will have the option of renewing the agreement two (2) times— once in 2027 for the period of July 1, 2027 to June 30, 2028 and once in 2028 for the period of July 1, 2028 to June 30, 2029— with each renewal for a period of one (1) year. Exercise of the renewal option is at the sole discretion of the Executive Director of Finance and requires the Director's written approval. Upon renewal, the Contract is subject to City of Ontario's new or additional terms and conditions.

Collection Agency's Responsibilities

The City of Ontario intends to obtain the services of a full-service collection agency ("Agency") to provide revenue collection service for unpaid and delinquent accounts. The City processes and sends notices/invoices to customers. All invoices are due within 30 days. The City sends past due notices after 30 days have passed. If payments are not received by the City within 60 days, then the account is considered delinquent and may be forwarded to the Agency for follow up. The City reserves the right to determine which, if any, accounts that the City refers to the Agency. The City will provide copies of available documentation, as needed by the Agency, to respond to debtor's requests. The City will make every effort to provide all pertinent information to the Agency through the account referral data in a format approved by the City.

Therefore, the Agency's scope of services may include, but may not be necessarily limited to, the tasks listed below. If the Agency believes that additional tasks are warranted, the Agency must identify those tasks and services in its Proposal.

A. The Agency shall collect on all miscellaneous delinquent accounts submitted for collections where customers have not paid for services or charges owed to the City (e.g., re-inspection fees, DUI billing, Property Damage recovery, etc.).

B. The Agency shall designate a manager for the City's account who will be the City's primary contact with the Agency.

C. The Agency shall not have full rights to the accounts and shall only be able to pursue collections on the City's behalf.

D. The Agency shall allow for time payment agreements. The City shall set parameters in which Agency may accept a payment agreement without permission of the City.

E. The Agency shall not place delinquent accounts with any attorney for collection without the express written consent of the City.

F. The Agency shall not have authority to accept a compromise settlement on any account without written consent of the City.

G. The Agency shall conduct skip tracing on delinquent accounts and shall provide specific tools used to conduct skip tracing.

H. The Agency shall make contacts with delinquent accounts under the Agency's name.

I. The Agency shall submit at a minimum, the following required reports and any other report(s) as deemed necessary by the City. The reports shall be formatted, tracked, and totaled with the fiscal year dates of July 1st through June 30th:

- Monthly Cash Receipt Report due the 10th of the following month. This report must consist of a listing of all payments by debtor name, designated city account reference number, payment amount and type of payments.

- Monthly New Accounts Acknowledgment Report due the 10th of the month following the input of accounts into the Agency's system. Reports must list the debtor, the City account reference number, amount and total number and dollar value of accounts referred, per category identified by the City.

- Quarterly Performance Analysis Report due 10 days after quarter-end (i.e. the 10th of October, January, April, and July). This report must consist of the monthly liquidation rate of all accounts (by revenue categories as defined by the City), including monthly collection total, collections to date, account referral to date, fees earned by the Agency, and gross funds returned to the City. This report must include the quarterly recovery rate per referral and accumulative totals of recovery on a quarterly and ongoing basis.

- Monthly Credit Balance Report due the 10th of the following month. This report must include the debtor's name, the City account reference number and the balance as listed in the Agency's database. This report will be used by City staff to assist the Agency in resolving and identifying balance discrepancies. If the Agency has identified that no credit discrepancies exist, the Agency shall provide a statement acknowledging this status.

J. The Agency shall, upon written consent of the City, report all uncollected accounts to the major credit bureaus unless a type is excluded from reporting. The Agency's reporting must be in accordance with all applicable Federal and California laws including, but not limited to, the Fair Debt Collections Practices Act, Federal Equal Credit Opportunity Act, Regulations, and the Consumer Credit Protection Act, as now in effect or later amended. At the City's request, the Agency shall remove an account notification from all affected bureaus in the event that the City determines that an error has been made. The Agency must provide a copy of the removal notification to the City.

K. The Agency shall accept automated or manual transfers of delinquent payment information from the City. The Agency shall work at no additional cost, with the City and its software to ensure accurate and timely transmission of data.

L. The Agency shall remit to the City— by Direct Deposit / Electronic Funds Transfer to the City's designated account— the full amount of the payment or payments that the Agency collected from each debtor during the prior calendar month ("collected funds"). The Agency shall remit the collected funds to the City within ten (10) calendar days of the end of the month. Concurrent with the monthly collected funds deposit, the Agency shall submit to the City a written invoice that sets forth the Agency's (a) fee for the collected funds and (b) basis for the fee's calculation. Unless the City and the Agency agree in writing to a shorter time period for payment of the Agency's fee, the City shall pay the Agency the fee, as compensation for the Agency's collection services, within thirty (30) calendar days after the City receives the collected funds and approves the accompanying fee invoice.

M. If the Agency fails to submit one or more required reports when due, or fails to deposit the full amount of the collected funds when due and owing, or fails to do both, the Agency shall pay the City the following amount, as a late fee, in addition to the monthly collected funds that the Agency owes the City:

OCCURRENCE (Each instance in which the Agency is late within the Contract's one (1) year Term)	LATE FEE AMOUNT (Equal to a percent of the total amount of collected funds that The Agency owes on the 10th of the month)
First:	5%
Second:	10%
Third:	15%
Fourth and each occurrence after fourth:	25%

N. The Agency shall guarantee the confidentiality, security, and safety of all files, documents, computer files, etc. The Agency shall enter into a confidentiality agreement with the City.

O. The Agency shall comply with the Health Insurance Portability and Accountability Act (HIPAA) to ensure the confidentiality, security, and safety of all files, documents, computer files, etc. The Agency shall enter into the HIPAA Business Associate Agreement with the City upon award of a contract.

P. The Agency shall maintain accurate records of all correspondence, documents, accounting records, transactions, and other relative evidence, which the Agency shall make available to the City for review upon the City's request. The Agency shall retain these records on file for a period of at least seven (7) years after completing or terminating collection action on each account.

Q. The Agency shall allow the City to make periodic audits of the Agency's documents, files, and records to ensure that all amounts collected on the City's behalf are accurately reported and remitted.

R. The Agency shall allow the City's representatives' access to debtor accounting information through an on-line terminal or the internet, such that the City may view, send, or receive messages, generate recovery analysis reports, or audit debtor files at any time.

The selected vendor will conduct its collection activities in accordance with all local, state, and federal laws and regulations applicable to the operation of collection agencies, including but not limited to the Federal Fair Debt Collection Act and the State of California Fair Debt Collection Practices Act.

EXHIBIT "B"
SCHEDULE OF SERVICES

The Agency shall submit at a minimum, the following required reports and any other report(s) as deemed necessary by the City. The reports shall be formatted, tracked, and totaled with the fiscal year dates of July 1st through June 30th:

- Monthly Cash Receipt Report due the 10th of the following month. This report must consist of a listing of all payments by debtor name, designated city account reference number, payment amount and type of payments.

- Monthly New Accounts Acknowledgment Report due the 10th of the month following the input of accounts into the Agency's system. Reports must list the debtor, the City account reference number, amount and total number and dollar value of accounts referred, per category identified by the City.

- Quarterly Performance Analysis Report due 10 days after quarter-end (i.e. the 10th of October, January, April, and July). This report must consist of the monthly liquidation rate of all accounts (by revenue categories as defined by the City), including monthly collection total, collections to date, account referral to date, fees earned by the Agency, and gross funds returned to the City. This report must include the quarterly recovery rate per referral and accumulative totals of recovery on a quarterly and ongoing basis.

- Monthly Credit Balance Report due the 10th of the following month. This report must include the debtor's name, the City account reference number and the balance as listed in the Agency's database. This report will be used by City staff to assist the Agency in resolving and identifying balance discrepancies. If the Agency has identified that no credit discrepancies exist, the Agency shall provide a statement acknowledging this status.

EXHIBIT "C"
COMPENSATION

Professional Credit

8. Fee Proposal

Please provide a lump-sum, not-to-exceed fee proposal for the scope of Services. The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the sample Agreement.

Service Area	Contingency Fee(%)
Primary	18%
Secondary	18%
Legal	30%

Transparent Commission Rates and Value Proposition

At Professional Credit, we prioritize transparency and sustainable value over superficially low commission rates. We acknowledge that the City may receive offers from various collection agencies quoting exceptionally low commission rates to secure initial business. However, we firmly believe that quality service and robust support are paramount for successful collections.

Upon placement of accounts, Professional Credit Service will add an 18% collection fee to the principal balance. For example, if a $100.00 balance is placed with Professional Credit Service, after the collection fee is added the total amount owed by the consumer will be $118.00.

If the account is a secondary placement an 18% fee will be added. In the same $100.00 example as described above, the collection fee would be $18.00 and Professional Credit Service would collect $118.00 from the consumer.

If the account needs to be collected with legal methods, the fee will be 30% (in the $100.00 example, the collection with legal fee would be $30.00, making the total that Professional Credit Service would pursue with legal methods, $130.00).

The payments that Professional Credit Service receive will be amortized equally based on the commission rate. Example of a $25.00 payment including the 18% collection fee (Ontario will receive $21.19 and Professional Credit Service $3.81), $50.00 payment including the 18% collection fee (Ontario will receive $42.37 and Professional Credit Service $7.63).

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Nicole Alvarez Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE ACQUISITION OF POLICE DEPARTMENT FRONTLINE PATROL EQUIPMENT**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute an Amendment to the Professional Services and Equipment Purchase Agreement with Axon Enterprise, Inc., of Scottsdale, Arizona, for the purchase of additional Fleet 3 advanced cameras for additional patrol units for a new total not-to-exceed contract amount of $9,780,670.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The Amendment to the Professional Services and Equipment Purchase Agreement increases the existing five-year term agreement of $9,254,760 by $525,910, for a new not-to-exceed contract amount of $9,780,670. If approved, additional General Fund appropriations will be included in a future budget report to City Council for approval as needed. Additionally, appropriations will be added to Information Technology's fund for future years' budgets consistent with the annual adoption process.

BACKGROUND & ANALYSIS: The Police Department currently has an agreement with Axon Enterprise, Inc. (formerly known as TASER International, Inc.) for body-worn cameras, maintenance and data management services for Police field and Airport personnel which expires June 30, 2029. On December 20, 2022 Axon combined three current contracts to streamline into one to support multiple products across the Axon ecosystem. Upon execution of an updated contract referred to as the Officer Safety Plan 7 Plus (OSP), Axon will grant a refund to prorate the final years of the existing contract. The OSP is structured to support Body Worn Camera, Fleet 3 Advanced (vehicle cameras), Air (drone) Program, Interview Room, and Fusus programs. With emerging technology and systems, it is necessary to upgrade and provide frontline personnel with up-to-date equipment. All equipment will utilize Axon's Evidence.com data storage and management feature which protects the integrity of video and data files captured using tasers, body-worn cameras, and interview rooms to provide security, tracking and redaction assistance of file viewing, and integrates with a proposed County-wide initiative under the San Bernardino County District Attorney's Office.

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT AND EQUIPMENT PURCHASE BETWEEN THE CITY OF ONTARIO AND AXON ENTERPRICE, INC

1. Parties and Date.

This Amendment No. 5 to the Agreement (as defined herein) is made and entered into as of this day of June 2024 by and between the City of Ontario ("City") and Axon Enterprise, a Delaware Corporation ("Consultant") City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services and Equipment Purchase Agreement" dated April 3,2019 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire amend the Agreement to additional a additional compensation for more licenses for body worn cameras.

2.3 Amendment Authority. This Amendment No.5 is authorized pursuant to Section 3.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3. 3. 1 of the Agreement is hereby amended in its entirety to read as follows:

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit A. the total compensation shall not exceed nine million, Seven hundred and eighty thousand, six hundred and seventy dollars ($9,780,670) without written approval of City' s City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement, "

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No 5.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 5.

3.4 Severability. If any portion of this Amendment No. 5 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO 5 TO PROFESSIONAL SERVICES AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND AXON ENTERPRISE, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No 5 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Axon Enterprise, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **AUTHORIZE CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT WITH MCCARTHY BUILDING COMPANIES, INC. FOR DESIGN-BUILD CONSTRUCTION SERVICES FOR THE CITY HALL PARKING STRUCTURE PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Change Order No. 3 to the Construction Contract with McCarthy Building Companies, Inc., of Newport Beach, California, for design-build construction services for the City Hall Parking Structure Project in the amount of $878,788 for a total not-to-exceed contract amount of $30,857,931; and
B. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to agreements, assessments, easements, lot line adjustments, reduction of retention accounts, contracts and contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy

FISCAL IMPACT: The original contract amount with McCarthy Building Companies, Inc. for design-build construction services for the City Hall Parking Structure was $27,279,143 plus a contingency of $2,700,000 for a total contract amount of $29,979,143. Previously, Change Order No. 1 and No. 2 were approved for a total of $2,344,925, leaving a remaining contingency amount of $355,075. The proposed Change Order No. 3 is in the amount of $1,233,863. Staff is requesting an additional $878,788 to cover the cost of Change Order No. 3 for a total not-to-exceed contract amount of $30,857,931. The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Capital Projects fund for this project.

BACKGROUND & ANALYSIS: On April 4, 2023, the City Council authorized a Construction Contract with McCarthy Building Companies, Inc. to provide design-build construction services for the City Hall Parking Structure in the amount of $27,279,143 plus a contingency of $2,700,000 for a total

contract amount of $29,979,143. Change Orders No. 1 and 2 were approved for work related to the storm drain and water line relocation for the City Hall Parking Structure. Additional funding is now being requested to continue work for Change Order No. 3 for the relocation and removal of a storm drain, water line, and a Southern California Edison (SCE) line.

The relocation of the underground utilities was originally planned to be a separate project. However, Staff realized it is much more efficient and less impactful to the community to include this work as a change order to the Parking Structure Project as they must be completed prior to construction of the parking structure. The City Hall Parking Structure is scheduled to become operational by summer of 2025.

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DEBRA PORADA
MAYOR PRO TEM

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JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
CHANGE ORDER

Project: D&C22-012

Change Order Number: 3

Contract Date: April 4, 2023

Change Order Date: _____

To: McCarthy Building Companies, Inc.
Attn: Greg Ciuba
20401 SW Birch Street
Newport Beach, CA 92660

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

The Contract is changed as follows:

- Per CPR #08 – Design and relocate the water line that currently goes down C Street to City Hall. It needs to be relocated to Cherry in order to construct the new City Hall Parking Structure - NTE increase $16,391.
- Per CPR #05R1 – Remove old storm drain that has been abandoned – NTE increase $106,015.
- Per CPR #04R3 – Relocation of University of La Verne's SCE line – NTE increase of $1,048,631.
- Per CPR #07 – D St Storm Drain changes due to existing conditions that were encountered during construction – NTE increase $62,826.

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

NOT VALID UNTIL SIGNED BY OWNER

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

The original Contract Price was	$ 27,279,143.00
Net change by previously authorized Change Orders	$ 2,344,925.00
The Contract Price prior to this Change Order was	$ 29,624,068.00
The Contract Price will be changed by this Change Order in the amount of	$ 1,233,863.00
The new Contract Price including this Change Order will be	$ 30,857,931.00

(BB&K 2020)
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In consideration of the change(s) describe above, the Contract Time is adjusted as follows:

The Contract Time will be: increased ☐ decreased ☐ unchanged ☒ by	0	Days
The Contract Time prior to this Change Order was	786	Days
The new Contract Time including this Change Order will be	786	Days

Attachments: McCarthy CPR #03R6, 04R3, 05R1, 07 and all back up documentation

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

Accepted:

(Signature) Andrew Raufi, Project Director	Date

Approved:

(Signature) Tito Haes, Executive Director Public Works	Date

Approved:

(Signature) Scott Ochoa, City Manager	Date

(BB&K 2020)
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CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Alexis Vaughn Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF ONTARIO LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

RECOMMENDATION: That the City Council consider and adopt a Resolution approving the 2024 Amendment to the "City of Ontario Local Guidelines for Implementing the California Environmental Quality Act (CEQA)".

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

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

BACKGROUND & ANALYSIS: The California Environmental Quality Act (CEQA) requires that environmental concerns be considered as a part of all public and private projects. To implement the provisions of CEQA, all public agencies are required to adopt objectives, criteria, and specific procedures consistent with CEQA and the State CEQA Guidelines for evaluating the potential environmental issues that may arise in relation to discretionary projects. Local procedures should be revised periodically to conform to any statutory changes in CEQA, any revisions made to the State Guidelines, to address environmental concerns that exist at the local level, and in response to court cases resulting in procedural changes.

The City of Ontario last updated its local guidelines in July 2019. Since that time, the California Legislature has passed bills requiring changes in local procedures for implementing CEQA. Best Best & Krieger prepared changes to the City of Ontario's Local Guidelines for Implementing CEQA, which are necessary for the City to comply with new laws and procedural requirements. The revised Local Guidelines are summarized in a memorandum dated March 11, 2024 (see Attachment A) and are appended to the attached Resolution.

Memorandum

TO: Project 5 City Client

FROM: Best Best & Krieger LLP

DATE: March 11, 2024

RE: Summary of Changes to Local CEQA Guidelines

In 2023, the California Legislature revised the California Environmental Quality Act ("CEQA") to exempt certain affordable housing projects, expand the circumstances in which Notices of Determination and Notices of Exemption must be filed with the State Clearinghouse, and provide public agencies with increased control over the preparation of the administrative record in litigation. We have revised the City's Local Guidelines for Implementing CEQA ("Local Guidelines") to account for these CEQA developments. This memorandum summarizes the substantive amendments to the City's Local Guidelines.

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

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

REVISIONS TO LOCAL GUIDELINES

1. SECTIONS 3.04, 6.20, & 7.39 – NOTICES OF DETERMINATION & NOTICES OF EXEMPTION

Public Resources Code section 21152 has been amended to require a local agency to file a Notice of Determination ("NOD") with both the County Clerk and the State Clearinghouse in the Office of Planning and Research ("OPR") within five working days of the agency approving a project subject to CEQA. The Legislature further amended Section 21152 to provide that when a local agency files a Notice of Exemption ("NOE"), the agency should file the NOE with both the County Clerk and the State Clearinghouse.

We have revised Sections 3.04, 6.20, and 7.39 of the Local Guidelines to account for the expanded circumstances in which an agency must file an NOD or NOE with the State Clearinghouse.

2. SECTION 9.09 – EXEMPTION FOR A RESPONSIBLE AGENCY'S PROVISION OF FINANCIAL ASSISTANCE FOR THE DEVELOPMENT OF AFFORDABLE HOUSING

Public Resources Code section 21080.10(b) has been amended to exempt action taken by a local agency not acting as the lead agency to provide financial assistance or insurance for the

development and construction of residential housing for persons and families of low- or moderate-income, if the project at issue will be reviewed pursuant to CEQA by another public agency.

We have added Section 9.09 to the Local Guidelines to account for this exemption.

3. SECTION 9.10 – EXEMPTION FOR SPECIFIED AFFORDABLE HOUSING PROJECTS

The Legislature has added Section 21080.40 to the Public Resources Code, which includes a new statutory exemption under CEQA for affordable housing projects that meet the section's specified requirements. The section exempts from CEQA certain actions taken by lead agencies relating to 100 percent affordable housing projects (as defined), including (i) the issuance of an entitlement by a public agency for an affordable housing project, (ii) an action to lease, convey, or encumber land owned by a public agency for an affordable housing project, (iii) an action to facilitate the lease, conveyance, or encumbrance of land owned or to be purchased by a public agency for an affordable housing project; (iv) rezoning, specific plan amendments, or general plan amendments required specifically and exclusively to allow the construction of an affordable housing project, or (iv) an action to provide financial assistance in furtherance of implementing an affordable housing project.

We have added Section 9.10 to the Local Guidelines to account for this exemption.

4. SECTION 9.11 – EXEMPTION FOR HOUSING DEVELOPMENTS ON LAND OWNED BY INSTITUTIONS OF HIGHER EDUCATION AND RELIGIOUS INSTITUTIONS

The Legislature has added Section 65913.16 to the Government Code, which provides for the ministerial approval of a "housing development project" (meeting specified requirements) located on land owned on or before January 1, 2024 by an independent institution of higher education or a religious institution.

We have added Section 9.11 to the Local Guidelines to account for this exemption.

5. SECTION 10.03 – ADMINISTRATIVE RECORDS

Public Resources Code section 21167.6 has been amended to provide public agencies with increased control over preparation of the administrative record during litigation. In particular, a public agency may now deny a petitioner's request to prepare the administrative record, provided that it issues the denial within five business days of receiving the petitioner's request to prepare the administrative record.

Public Resources Code section 21167.6 has further been amended to clarify that an administrative record need not include (1) communications and emails of a logistical nature, such as meeting invitations or scheduling communications; or (2) documents subject to a privilege or exemption set forth in the California Public Records Act.

We have revised Section 10.03 of the Local Guidelines to be consistent with Public Resources Code section 21167.6, as amended.

Other Changes

Effective January 1, 2024, the Department of Fish and Wildlife has increased its fees. For a Negative Declaration or a Mitigated Negative Declaration, the new filing fee is $2,916.75; for an EIR, the new filing fee is $4,051.25; and for an environmental document prepared pursuant to a Certified Regulatory Program, the filing fee has been increased to $1,377.25.

Conclusion

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

BEST BEST & KRIEGER LLP

RESOLUTION NO._____

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

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

WHEREAS, Section 21082 of CEQA requires all public agencies to adopt objectives, criteria and procedures for the evaluation of public and private projects undertaken or approved by such public agencies, and the preparation, if required, of environmental impact reports and negative declarations in connection with that evaluation; and

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

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

SECTION 1. ***City Council Action.*** Based upon the findings and conclusions set forth above, the City Council hereby adopts the "City of Ontario Local Guidelines for Implementing the California Environmental Quality Act (2024 Revision)," attached hereto as "Exhibit A" and incorporated herein by this reference.

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

SECTION 3: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

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

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

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A:

2024 City of Ontario Local Guidelines for Implementation of the California Environmental Quality Act

(Document follows this page)

2024

LOCAL GUIDELINES

FOR IMPLEMENTING THE

CALIFORNIA ENVIRONMENTAL QUALITY ACT

FOR

CITY OF ONTARIO

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LOCAL GUIDELINES
FOR IMPLEMENTING THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT

(2024)

1. GENERAL PROVISIONS, PURPOSE AND POLICY.

1.01 GENERAL PROVISIONS.

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

1.02 PURPOSE.

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

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

1.03 APPLICABILITY.

These Local Guidelines apply to any activity that constitutes a "project," as defined in Local Guidelines Section 11.57, for which the City is the Lead Agency or a Responsible Agency. These Local Guidelines are also intended to assist the City in determining whether a proposed

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

1.04 REDUCING DELAY AND PAPERWORK.

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

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

1.05 COMPLIANCE WITH STATE LAW.

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

1.06 TERMINOLOGY.

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

1.07 PARTIAL INVALIDITY.

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

1.08 ELECTRONIC DELIVERY OF COMMENTS AND NOTICES.

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

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

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

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

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

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

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

1.10 TIME OF PREPARATION

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

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

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

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

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

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

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

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

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

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

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

1.11 STATE AGENCY FURLOUGHS.

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

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

1.12 ENVIRONMENTAL COMPLIANCE FOR CITY-INITIATED PROJECTS..

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

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

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

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

**As determined under CEQA*

(Section added October 2011)

2. LEAD AND RESPONSIBLE AGENCIES

2.01 LEAD AGENCY PRINCIPLE.

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

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

2.02 SELECTION OF LEAD AGENCY.

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

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

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

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

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

(Reference: State CEQA Guidelines, § 15051.)

2.03 DUTIES OF A LEAD AGENCY.

As a Lead Agency, the City shall decide whether a Negative Declaration, Mitigated Negative Declaration or an EIR will be required for a project and shall prepare, or cause to be prepared, and consider the document before making its decision on whether and how to approve

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

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

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

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

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

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

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

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

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

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

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

(Reference: Gov. Code, § 65962.5.)

2.06 RESPONSIBLE AGENCY PRINCIPLE.

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

(Reference: State CEQA Guidelines, § 15381.)

2.07 DUTIES OF A RESPONSIBLE AGENCY.

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

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

(Reference: State CEQA Guidelines, § 15096.)

2.08 RESPONSE TO NOTICE OF PREPARATION BY RESPONSIBLE AGENCIES.

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

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

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

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

(Reference: State CEQA Guidelines, § 15096.)

2.10 SHIFT IN LEAD AGENCY RESPONSIBILITIES.

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

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

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

  (1) A Subsequent or Supplemental EIR is required;

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

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

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

(Reference: State CEQA Guidelines, § 15052.)

3. ACTIVITIES EXEMPT FROM CEQA

3.01 ACTIONS SUBJECT TO CEQA.

CEQA applies to discretionary projects proposed to be carried out or approved by public agencies such as the City. If the proposed activity does not come within the definition of "project" contained in Local Guidelines Section 11.57, it is not subject to environmental review under CEQA.

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

(a) Proposals for legislation to be enacted by the State Legislature;
(b) Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, and general policy and procedure making (except as provided in Local Guidelines Section 11.57);
(c) The submittal of proposals to a vote of the people in response to a petition drive initiated by voters, or the enactment of a qualified voter-sponsored initiative under California Constitution Art. II, Section 11(a) and Election Code Section 9214;
(d) The creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may have a potentially significant physical impact on the environment. Government funding mechanisms may include, but are not limited to, assessment districts and community facilities districts;
(e) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
(f) Activities that do not result in a direct or reasonably foreseeable indirect physical change in the environment.

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

3.02 MINISTERIAL ACTIONS.

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

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

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

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

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

(Reference: State CEQA Guidelines, § 15268.)

3.03 EXEMPTIONS IN GENERAL.

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

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

3.04 NOTICE OF EXEMPTION.

After approval of an exempt project, a "Notice of Exemption" (Form "A") may be filed by the City or its representatives with the County Clerk of each county in which the activity will be located. The Notice of Exemption must be filed electronically with the County Clerk if that option is offered by the County Clerk. When the Lead Agency files a Notice of Exemption with the County Clerk, it must also file the Notice of Exemption with the State Clearinghouse in the Office of Planning and Research ("OPR"). After filing, the City must additionally post the Notice of Exemption on the City's website, if any. The City is generally not required to file a Notice of Exemption after approving a project that it finds exempt from CEQA, though there are circumstances where a Notice of Exemption must be filed. Please see Local Guidelines Section 3.12 for certain circumstances in which the Lead Agency is required to file a Notice of Exemption.

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

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

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

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

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

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

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

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

3.05 DISAPPROVED PROJECTS.

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

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

3.06 PROJECTS WITH NO POSSIBILITY OF SIGNIFICANT EFFECT.

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

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

3.07 EMERGENCY PROJECTS.

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

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

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

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

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

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

(Reference: State CEQA Guidelines, § 15269.)

3.08 FEASIBILITY AND PLANNING STUDIES.

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

(Reference: State CEQA Guidelines, § 15262.)

3.09 RATES, TOLLS, FARES, AND CHARGES.

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

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

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

(Reference: State CEQA Guidelines, § 15273.)

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

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

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

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

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

(Reference: Public Resources Code, § 21080.21.)

3.11 PIPELINES OF LESS THAN EIGHT MILES IN LENGTH.

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

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

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

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

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

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

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

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

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

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

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

For purposes of this exemption, the following definitions apply:

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

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

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

(Reference: State CEQA Guidelines, § 15284.)

3.12 CERTAIN RESIDENTIAL HOUSING PROJECTS.

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

A. General Requirements. The construction, conversion, or use of residential housing units affordable to low-income households (as defined in Local Guidelines Section 11.36) located on an infill site in an urbanized area is exempt from CEQA if all of the following general requirements are satisfied:

(1) The project is consistent with:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Reference: State CEQA Guidelines, § 15192.)

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

(1) The project either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The project is located within an urbanized area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Reference: State CEQA Guidelines, § 15196.)

3.13 MINOR ALTERATIONS TO FLUORIDATE WATER UTILITIES.

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

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

3.14 BALLOT MEASURES.

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

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

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

3.15 TRANSIT PRIORITY PROJECT.

Exemption: Transit Priority Projects (see Local Guidelines Section 11.75) that are consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a Sustainable Community Strategy or an alternative planning strategy may be exempt from CEQA. To qualify for the exemption, the decision-making body must hold a hearing and make findings that the project meets all of Public Resources Code section 21155.1's environmental, housing, and public safety conditions and requirements.

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

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

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

3.16 ROADWAY IMPROVEMENTS.

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

A. General Requirements:

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

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

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

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

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

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

3.17 CERTAIN INFILL PROJECTS

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

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

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

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

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

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

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

(1) The project satisfies any of the following:

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

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

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

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

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

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

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

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

(i) Residential.

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

(iii) A transit station.

(iv) A school.

(v) A public office building.

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

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

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

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

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

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

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

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

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

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

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

3.18 EXEMPTION FOR INFILL PROJECTS IN TRANSIT PRIORITY AREAS

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

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

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

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

3.19 EXEMPTION FOR RESIDENTIAL PROJECTS UNDERTAKEN PURSUANT TO A SPECIFIC PLAN

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

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

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

3.20 TRANSIT PRIORITIZATION PROJECTS.

CEQA exempts the following projects when (i) the project is carried out by a local agency that is the lead agency for the project; (ii) the project does not induce single-occupancy vehicle trips, add additional highway lanes, widen highways, or add physical infrastructure or striping to highways except for minor modifications needed for efficient and safe movement of transit vehicles, bicycles, or high-occupancy vehicles, such as extended merging lanes, shoulder

improvements, or improvements to the roadway within the existing right of way; (iii) the project does not include the addition of any auxiliary lanes; and (iv) the construction of the project shall not require the demolition of affordable housing units:

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

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

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

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

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

(c) The installation of ramp meters;

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

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

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

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

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

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

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

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

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

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

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

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

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

3.21 TRANSPORTATION PLANS, PEDESTRIAN PLANS, AND BICYCLE TRANSPORTATION PLANS.

CEQA does not apply to an active transportation plan, a pedestrian plan, or a bicycle transportation plan for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles,

pedestrians, and vehicles. An active transportation plan or pedestrian plan is encouraged to include the consideration of environmental factors, but that consideration does not inhibit or preclude the application of this section.

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

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

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

For purposes of this section, the following definitions apply:

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

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

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

3.22 WATER SYSTEM WELLS AND DOMESTIC WELL PROJECTS.

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

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

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

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

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

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

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

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

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

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

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

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

A lead agency that determines that a well project is exempt under this section must file a notice of exemption with both OPR and the County Clerk. The notice of exemption must explain whether the project is additionally exempt from CEQA under Public Resources Code section 21080 (e.g., whether it is a ministerial project, an emergency repair necessary to maintain service, or an action necessary to prevent or mitigate an emergency), Public Resources Code section 21080.47 (see Section 3.23 of these Local Guidelines, below), or under the Class 1 (Existing Facilities) or Class 2 (Replacement or Reconstruction) categorical exemptions (see Section 3.28 of these Local Guidelines, below). If none of the exemptions referenced in this paragraph apply to a project that is otherwise exempt under this section, the notice of exemption must explain why the exemptions referenced in this paragraph do not apply to the project.

For purposes of this section, the following definitions apply:

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

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

A "water system" is defined to mean a "public water system" as that term is defined in Health and Safety Code section 116275(h) (i.e., a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year), a

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

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

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

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

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

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

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

(4) Booster pumps and hydropneumatic tanks;

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

(6) Water services lines; and

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

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

3.24 CONSERVATION AND RESTORATION OF CALIFORNIA NATIVE FISH AND WILDLIFE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The project incorporates, as a condition of project approval, measures developed by the Public Utilities Commission or the Department of Transportation to address potential environmental impacts. At a minimum,

the project shall be required to include monitors during construction activities and measures to avoid or address impacts to cultural and biological resources.

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

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

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

(2) File a Notice of Exemption.

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

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

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

3.26 NEEDLE AND SYRINGE EXCHANGE SERVICES.

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

authorizations, and operations performed pursuant to Health and Safety Code section 121349 are exempt from review under CEQA. (Health and Safety Code, § 121349(h).)

3.27 OTHER SPECIFIC EXEMPTIONS.

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

3.28 CATEGORICAL EXEMPTIONS.

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

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

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

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

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

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

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

However, a project's greenhouse gas emissions do not, in and of themselves, cause an exemption to be inapplicable if the project otherwise complies with all applicable regulations or

requirements adopted to implement statewide, regional, or local plans consistent with State CEQA Guidelines section 15183.5.

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

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

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

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

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

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

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

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

Class 8: Actions By Regulatory Agencies for Protection of the Environment. Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance,

restoration, enhancement or protection of the environment where the regulatory process involves procedures for protection of the environment. (State CEQA Guidelines section 15308.)

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

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

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

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

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

(State CEQA Guidelines section 15312.)

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

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

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

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

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

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

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

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

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

(a) Annexations to a city or special district of areas containing existing public or private structures developed to the density allowed by the current zoning or prezoning of either the gaining or losing governmental agency, whichever is more restrictive; provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities; and
(b) Annexations of individual small parcels of the minimum size for facilities exempted by Class 3, New Construction or Conversion of Small Structures.

(State CEQA Guidelines section 15319.)

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

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

(State CEQA Guidelines section 15320.)

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

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

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

(State CEQA Guidelines section 15322.)

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

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

Class 25: Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources. Transfers of ownership of interest in land in order to preserve open space, habitat, or historical resources. Examples include, but are not limited to, acquisition, sale, or other transfer of areas to: preserve existing natural conditions, including plant or animal habitats; allow continued agricultural use of the areas; allow restoration of natural conditions; preserve open space or lands for natural park purposes; or prevent encroachment of development into floodplains. This exemption does not apply to the development of parks or park uses. (State CEQA Guidelines section 15325.)

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

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

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

(State CEQA Guidelines section 15327.)

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

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

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

(a) No cleanup action shall be subject to this Class 30 exemption if the action requires the onsite use of a hazardous waste incinerator or thermal treatment unit or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, off-site disposal, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site;
(b) Examples of such minor cleanup actions include but are not limited to:
    1. Removal of sealed, non-leaking drums of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;
    2. Maintenance or stabilization of berms, dikes, or surface impoundments;
    3. Construction or maintenance or interim of temporary surface caps;

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4. Onsite treatment of contaminated soils or sludge provided treatment system meets Title 22 requirements and local air district requirements;
5. Excavation and/or offsite disposal of contaminated soils or sludge in regulated units;
6. Application of dust suppressants or dust binders to surface soils;
7. Controls for surface water run-on and run-off that meets seismic safety standards;
8. Pumping of leaking ponds into an enclosed container;
9. Construction of interim or emergency ground water treatment systems; or
10. Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

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

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

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

(State CEQA Guidelines section 15332.)

Class 33: Small Habitat Restoration Projects.

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

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

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

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

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

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

(State CEQA Guidelines section 15333.)

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4. TIME LIMITATIONS

4.01 REVIEW OF PRIVATE PROJECT APPLICATIONS.

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

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

(Reference: State CEQA Guidelines, § 15101.)

4.02 DETERMINATION OF TYPE OF ENVIRONMENTAL DOCUMENT.

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

(Reference: State CEQA Guidelines, § 15102.)

4.03 COMPLETION AND ADOPTION OF NEGATIVE DECLARATION.

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

(Reference: State CEQA Guidelines, § 15107.)

4.04 COMPLETION AND CERTIFICATION OF FINAL EIR.

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

(Reference: State CEQA Guidelines, § 15108.)

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4.05 PROJECTS SUBJECT TO THE PERMIT STREAMLINING ACT.

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

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

Under the Permit Streamlining Act, the Lead Agency must approve or disapprove the development project application within one hundred eighty (180) days from the date on which it certifies the EIR, or within ninety (90) days of certification if an extension for completing and certifying the EIR was granted. If the Lead Agency adopts a Negative Declaration/Mitigated Negative Declaration or determines the development project is exempt from CEQA, it shall approve or disapprove the project application within sixty (60) days from the date on which it adopts the Negative Declaration/Mitigated Negative Declaration or determines that the project is exempt from CEQA.

(Reference: Gov. Code §§ 65950, 65950.1; see also State CEQA Guidelines, § 15107.)

Except for waivers of the time periods for preparing a joint Environmental Impact Report/Environmental Impact Statement (as outlined in Government Code sections 65951 and 65957), the City cannot require a waiver of the time limits specified in the Permit Streamlining Act as a condition of accepting or processing a development project application. In addition, the City cannot disapprove a development project application in order to comply with the time limits specified in the Permit Streamlining Act.

(Reference: Gov. Code §§ 65940.5, 65952.2.)

4.06 PROJECTS, OTHER THAN THOSE SUBJECT TO THE PERMIT STREAMLINING ACT, WITH SHORT TIME PERIODS FOR APPROVAL.

A few statutes require agencies to make decisions on project applications within time limits that are so short that review of the project under CEQA would be difficult. To enable the City as Lead Agency to comply with both the enabling statute and CEQA, the City shall deem a project application as not received for filing under the enabling statute until such time as the environmental documentation required by CEQA is complete. This section applies where all of the following conditions are met:

(a) The enabling statute for a program, other than development projects under Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the Government Code, requires the City to take action on an application within a specified period of time of six (6) months or less;
(b) The enabling statute provides that the project is approved by operation of law if the City fails to take any action within the specified time period; and

(c) The project application involves the City's issuance of a lease, permit, license, certificate or other entitlement for use.

In any case, the environmental document shall be completed or certified and the decision on the application shall be made within the period established by the Permit Streamlining Act (Government Code sections 65920, et seq.).

(Reference: State CEQA Guidelines, § 15111.)

4.07 WAIVER OR SUSPENSION OF TIME PERIODS.

These deadlines may be waived by the applicant if the project is subject to both CEQA and the National Environmental Policy Act ("NEPA"). (State CEQA Guidelines sections 15110 and 15224; see Section 5.04 of these Local Guidelines for information about projects that are subject to both CEQA and NEPA.)

An unreasonable delay by an applicant in meeting the City's requests necessary for the preparation of a Negative Declaration, Mitigated Negative Declaration, or an EIR shall suspend the running of the time periods described in Local Guidelines Sections 4.03 and 4.04 for the period of the unreasonable delay. Alternatively, the City may disapprove a project application where there is unreasonable delay in meeting requests. The City may also allow a renewed application to start at the same point in the process where the prior application was when it was disapproved.

(Reference: State CEQA Guidelines, §§ 15109, 15110, and 15224; see Section 5.04 of these Local Guidelines for information about projects that are subject to both CEQA and NEPA.)

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5. INITIAL STUDY

5.01 PREPARATION OF INITIAL STUDY.

If the City determines that it is the Lead Agency for a project which is not exempt, the City will normally prepare an Initial Study to ascertain whether the project may have a substantial adverse effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial. All phases of project planning, implementation and operation must be considered in the Initial Study. An Initial Study may rely on expert opinion supported by facts, technical studies or other substantial evidence. However, an Initial Study is neither intended nor required to include the level of detail included in an EIR.

The City, as Lead Agency, may use any of the following arrangements or combination of arrangements to prepare an Initial Study:

(1) Preparing the Initial Study directly with the City's own staff.

(2) Contracting with another entity, public or private, to prepare the Initial Study.

(3) Accepting a draft Initial Study prepared by the applicant, a consultant retained by the applicant, or any other third person.

(4) Executing a third party contract or memorandum of understanding with the applicant to govern the preparation of an Initial Study by an independent contractor.

(5) Using a previously prepared Initial Study.

The Initial Study sent out for public review, however, must reflect the independent judgment of the Lead Agency.

For private projects, the person or entity proposing to carry out the project shall submit all data and information as may be required by the City to determine whether the proposed project may have a significant effect on the environment. All costs incurred by the City in reviewing the data and information submitted, or in conducting its own investigation based upon such data and information, or in preparing an Initial Study for the project shall be borne by the person or entity proposing to carry out the project.

(Reference: State CEQA Guidelines, §§ 15063, 15084.)

5.02 INFORMAL CONSULTATION WITH OTHER AGENCIES.

When more than one public agency will be involved in undertaking or approving a project, the Lead Agency shall consult with all Responsible and any Trustee Agencies. Such consultation shall be undertaken in compliance with the notice procedures applicable to the type of CEQA document being prepared. See Section 6.04, Negative Declarations, and Sections 7.03 and 7.25, EIRs.

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When the City is acting as Lead Agency, the City may choose to engage in early consultation with Responsible and Trustee Agencies before the City begins to prepare the Initial Study. This early consultation may be done quickly and informally and is intended to ensure that the EIR, Negative Declaration or Mitigated Negative Declaration reflects the concerns of all Responsible Agencies that will issue approvals for the project and all Trustee Agencies responsible for natural resources affected by the project. The City's early consultation process may include consultation with other individuals or organizations with an interest in the project, if the City so desires. The OPR, upon request of the City or a private project applicant, shall assist in identifying the various Responsible Agencies for a proposed project and ensure that the Responsible Agencies are notified regarding any early consultation. In the case of a project undertaken by a public agency, the OPR, upon request of the City, shall ensure that any Responsible Agency or public agency that has jurisdiction by law with respect to the project is notified regarding any early consultation.

If, during the early consultation process it is determined that the project will clearly have a significant effect on the environment, the City, as Lead Agency, may immediately dispense with the Initial Study and determine that an EIR is required.

(Reference: State CEQA Guidelines, § 15063.)

5.03 CONSULTATION WITH PRIVATE PROJECT APPLICANT.

During or immediately after preparation of an Initial Study for a private project, the City may consult with the applicant to determine if the applicant is willing to modify the project to reduce or avoid the significant effects identified in the Initial Study. If the project can be revised to avoid or mitigate effects to a level of insignificance and there is no substantial evidence before the City that the project, as revised, may have a significant effect on the environment, the City may prepare and adopt a Negative Declaration or Mitigated Negative Declaration. If any significant effect may still occur despite alterations of the project, an EIR must be prepared.

(Reference: State CEQA Guidelines, § 15063(g).)

5.04 PROJECTS SUBJECT TO NEPA.

Projects that are carried out, financed, or approved in whole or in part by a federal agency are subject to the provisions of NEPA in addition to CEQA. To the extent possible, the State CEQA Guidelines encourage the City, when it is a Lead Agency under CEQA, to use the federally-prepared Environmental Impact Statement ("EIS") or Finding of No Significant Impact ("FONSI") or to prepare a joint CEQA/NEPA document instead of preparing separate NEPA and CEQA documents for a project that is subject to both NEPA and CEQA. (State CEQA Guidelines section 15220.)

For example, the City should attempt to work in conjunction with the federal agency involved in the project to prepare a combined EIR-EIS or Negative Declaration-FONSI. (State CEQA Guidelines section 15222.) To avoid the need for the federal agency to prepare a separate document for the same project, the Lead Agency must involve the federal agency in the preparation of the joint document. The Lead Agency may also enter into a Memorandum of Understanding with the federal agency to ensure that both federal and state requirements are met.

The City is required to cooperate with the federal agency and to utilize joint planning processes, environmental research and studies, public hearings, and environmental documents to the fullest extent possible. (State CEQA Guidelines section 15226.) However, since NEPA does not require an examination of mitigation measures or growth-inducing impacts, analysis of mitigation measures and growth-inducing impacts will need to be added before NEPA documents may be used to satisfy CEQA. (State CEQA Guidelines section 15221.)

For projects that are subject to NEPA, a scoping meeting held pursuant to NEPA satisfies the CEQA scoping requirement as long as notice is provided to the agencies and individuals listed in Local Guidelines Section 7.10, and provided in accordance with these Local Guidelines.

If the federal agency refuses to cooperate with the City with regard to the preparation of joint documents, the City should attempt to involve a state agency in the preparation of the EIR, Negative Declaration, or Mitigated Negative Declaration. Since federal agencies are explicitly permitted to utilize environmental documents prepared by agencies of statewide jurisdiction, it is possible that the federal agency will reuse the state-prepared CEQA documents instead of requiring the applicant to fund a redundant set of federal environmental documents. (State CEQA Guidelines section 15228.)

Where the federal agency has circulated the EIS or FONSI and the circulation satisfied the requirements of CEQA and any other applicable laws, the City, when it is a Lead Agency under CEQA, may use the EIS or FONSI in place of an EIR or Negative Declaration without having to recirculate the federal documents. The City's intention to adopt the previously circulated EIS or FONSI must be publicly noticed in the same way as a Notice of Availability of a Draft EIR.

Special rules may apply when the environmental documents are prepared for projects involving the reuse of military bases. (See State CEQA Guidelines section 15225.)

5.05 AN INITIAL STUDY.

The Initial Study shall be used to determine whether a Negative Declaration, Mitigated Negative Declaration or an EIR shall be prepared for a project. It provides written documentation of whether the City found evidence of significant adverse impacts which might occur. The purposes of an Initial Study are to:

(a) Identify environmental impacts;
(b) Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is written;
(c) Focus an EIR, if one is required, on potentially significant environmental effects;
(d) Facilitate environmental assessment early in the design of a project;
(e) Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;
(f) Eliminate unnecessary EIRs; and
(g) Determine whether a previously prepared EIR could be used for the project.

(Reference: State CEQA Guidelines, § 15063.)

5.06 CONTENTS OF INITIAL STUDY.

An Initial Study shall contain in brief form:

(a) A description of the project, including the location of the project. The project description must be consistent throughout the environmental review process;
(b) An identification of the environmental setting. The environmental setting is usually the existing physical environmental conditions in the vicinity of the project, as they exist at the time the Notice of Preparation is published, or if no Notice of Preparation is published, such as in the case of a Negative Declaration or Mitigated Negative Declaration, at the time environmental analysis begins. The environmental setting should describe both the project site and surrounding properties. The description should include, but not necessarily be limited to, a discussion of existing structures, land use, energy supplies, topography, water usage, soil stability, plants and animals, and any cultural, historical, or scenic aspects. This environmental setting will normally constitute the baseline physical conditions against which a Lead Agency may compare the project to determine whether an impact is significant;
(c) An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries are briefly explained to show the evidence supporting the entries. The brief explanation may be through either a narrative or a reference to other information such as attached maps, photographs, or an earlier EIR or Negative Declaration or Mitigated Negative Declaration. A reference to another document should include a citation to the page or pages where the information is found;
(d) A discussion of ways to mitigate any significant effects identified;
(e) An examination of whether the project is consistent with existing zoning and local land use plans and other applicable land use controls;
(f) The name of the person or persons who prepared or participated in the Initial Study; and
(g) Identification of prior EIRs or environmental documents that could be used with the project.

(Reference: State CEQA Guidelines, § 15063(d).)

5.07 USE OF A CHECKLIST INITIAL STUDY.

When properly completed, the Environmental Checklist (Form "J") will meet the requirements of Local Guidelines Section 5.05 for an Initial Study provided that the entries on the checklist are explained. Either the Environmental Checklist (Form "J") should be expanded or a separate attachment should be prepared to describe the project, including its location, and to identify the environmental setting.

California courts have rejected the use of a bare, unsupported Environmental Checklist as an Initial Study. An Initial Study must contain more than mere conclusions. It must disclose supporting data or evidence upon which the Lead Agency relied in conducting the Initial Study. The Lead Agency must augment checklists with supporting factual data and reference information sources when completing the forms. Explanation of all "potential impact" answers should be provided on attached sheets. For controversial projects, it is advisable to state briefly why "no"

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answers were checked. If practicable, attach a list of reference materials, such as prior EIRs, plans, traffic studies, air quality data, or other supporting studies.

5.08 EVALUATING SIGNIFICANT ENVIRONMENTAL EFFECTS.

In evaluating the environmental significance of effects disclosed by the Initial Study, the Lead Agency shall consider:

(a) Whether the Initial Study and/or any comments received informally during consultations indicate that a fair argument can be made that the project may have a significant adverse environmental impact that cannot be mitigated to a level of insignificance. Even if a fair argument can be made to the contrary, an EIR should be prepared;

(b) Whether both primary (direct) and reasonably foreseeable secondary (indirect) consequences of the project were evaluated. Primary consequences are immediately related to the project, while secondary consequences are related more to the primary consequences than to the project itself. For example, secondary impacts upon the resources base, including land, air, water and energy use of an area, may result from population growth, a primary impact;

(c) Whether adverse social and economic changes will result from a physical change caused by the project. Adverse economic and social changes resulting from a project are not, in themselves, significant environmental effects. However, if such adverse changes cause physical changes in the environment, those consequences may be used as the basis for finding that the physical change is significant;

(d) Whether there is serious public controversy or disagreement among experts over the environmental effects of the project. However, the existence of public controversy or disagreement among experts does not, without more, require preparation of an EIR in the absence of substantial evidence of significant effects;

(e) Whether the cumulative impact of the project is significant and whether the incremental effects of the project are "cumulatively considerable" (as defined in Local Guidelines Section 11.14) when viewed in connection with the effects of past projects, current projects, and probable future projects. The City may conclude that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program (including, but not limited to, water quality control plan, air quality attainment or maintenance plan, integrated waste management plan, habitat conservation plan, natural community conservation plan, plans or regulations for the reduction of greenhouse gas emissions) that provides specific requirements that will avoid or substantially lessen the cumulative problem. To be used for this purpose, such a plan or program must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process. In relying on such a plan or program, the City should explain which requirements apply to the project and ensure that the project's incremental contribution is not cumulatively considerable; and

(f) Whether the project may cause a substantial adverse change in the significance of an archaeological or historical resource.

The City may use a threshold of significance (as that term is defined in State CEQA Guidelines section 15064.7) to determine whether a project may cause a significant environmental

impact. When using a threshold of significance, the City should briefly explain how compliance with the threshold means that the project's impacts are less than significant. Compliance with the threshold, however, does not relieve the City of the obligation to consider substantial evidence indicating that a project's environmental effects may still be significant.

(Reference: State CEQA Guidelines, § 15064(b)(2).)

5.09 DETERMINING THE SIGNIFICANCE OF TRANSPORTATION IMPACTS

On or about December 28, 2018, the California Natural Resources Agency added a new section to the State CEQA Guidelines—Section 15064.3, entitled "Determining the Significance of Transportation Impacts."

Section 15064.3 provides:

> (a) Purpose.
>
> This section describes specific considerations for evaluating a project's transportation impacts. Generally, vehicle miles traveled is the most appropriate measure of transportation impacts. For the purposes of this section, "vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. Except as provided in subdivision (b)(2) below (regarding roadway capacity), a project's effect on automobile delay shall not constitute a significant environmental impact.
>
> (b) Criteria for Analyzing Transportation Impacts.
>
> (1) Land Use Projects. Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.
>
> (2) Transportation Projects. Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact. For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152.
>
> (3) Qualitative Analysis. If existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered, a lead agency

may analyze the project's vehicle miles traveled qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc. For many projects, a qualitative analysis of construction traffic may be appropriate.

(4) Methodology. A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled, and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate vehicle miles traveled and any revisions to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section.

(c) Applicability.

The provisions of this section shall apply prospectively as described in section 15007. A lead agency may elect to be governed by the provisions of this section immediately. Beginning on July 1, 2020, the provisions of this section shall apply statewide.

As noted above, the City does not elect to be governed by the provisions of Section 15064.3 before July 1, 2020. (State CEQA Guidelines, § 15064.3(c).)

5.10 MANDATORY FINDINGS OF SIGNIFICANT EFFECT.

Whenever there is substantial evidence, in light of the whole record, that any of the conditions set forth below may occur, the Lead Agency shall find that the project may have a significant effect on the environment and thereby shall require preparation of an EIR:

(a) The project has the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of major periods of California history or prehistory;

(b) The project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals;

(c) The project has possible environmental effects which are individually limited but cumulatively considerable, as defined in Local Guidelines Section 11.14. That is, the City, when acting as Lead Agency, is required to determine whether the incremental impacts of a project are cumulatively considerable by evaluating them against the back-drop of the environmental effects of the other projects; or

(d) The environmental effects of a project will cause substantial adverse effects on humans either directly or indirectly.

If, before the release of the CEQA document for public review, the potential for triggering one of the mandatory findings of significance is avoided or mitigation measures or project modifications reduce the potentially significant impacts to a point where clearly the mandatory finding of significance is not triggered, preparation of an EIR is not mandated. If the project's potential for triggering one of the mandatory findings of significance cannot be avoided or mitigated to a point where the criterion is clearly not triggered, an EIR shall be prepared, and the relevant mandatory findings of significance shall be used:

(1) as thresholds of significance for purposes of preparing the EIR's impact analysis;

(2) in making findings on the feasibility of alternatives or mitigation measures;

(3) when found to be feasible, in making changes in the project to lessen or avoid the adverse environmental impacts; and

(4) when necessary, in adopting a statement of overriding considerations.

Although an EIR prepared for a project that triggers one of the mandatory findings of significance must use the relevant mandatory findings as thresholds of significance, the EIR need not conclude that the impact itself is significant. Rather, the City, as Lead Agency, must exercise its discretion and determine, on a case-by-case basis after evaluating all of the relevant evidence, whether the project's environmental impacts are avoided or mitigated below a level of significance or whether a statement of overriding considerations is required.

With regard to a project that has the potential to substantially reduce the number or restrict the range of a protected species, the City, as Lead Agency, does not have to prepare an EIR solely due to that impact, provided the project meets the following three criteria:

(a) The project proponent must be bound to implement mitigation requirements relating to such species and habitat pursuant to an approved habitat conservation plan and/or natural communities conservation plan;
(b) The state or federal agency must have approved the habitat conservation plan and/or natural community conservation plan in reliance on an EIR and/or EIS; and
(c) The mitigation requirements must either avoid any net loss of habitat and net reduction in number of the affected species, or preserve, restore, or enhance sufficient habitat to mitigate the reduction in habitat and number of the affected species below a level of significance.

(Reference: State CEQA Guidelines, § 15065.)

5.11 MANDATORY PREPARATION OF AN EIR FOR WASTE-BURNING PROJECTS.

Lead Agencies shall prepare or cause to be prepared and certify the completion of an EIR, or, if appropriate, an Addendum, Supplemental EIR, or Subsequent EIR, for any project involving the burning of municipal wastes, hazardous waste or refuse-derived fuel, including, but not limited to, tires, if the project consists of any of the following:

(a) The construction of a new facility;

(b) The expansion of an existing hazardous waste burning facility which would increase its permitted capacity by more than 10%;
(c) The issuance of a hazardous waste facilities permit to a land disposal facility, as defined in Local Guidelines Section 11.32; or
(d) The issuance of a hazardous waste facilities permit to an offsite large treatment facility, as defined in Local Guidelines Sections 11.33 and 11.53.

This section does not apply to projects listed in subsections (c) and (d), immediately above, if the facility only manages hazardous waste that is identified or listed pursuant to Health and Safety Code section 25140 or 25141 or only conducts activities which are regulated pursuant to Health and Safety Code sections 25100, et seq.

The Lead Agency shall calculate the percentage of expansion for an existing facility by comparing the proposed facility's capacity with either of the following, as applicable:

(a) The facility capacity authorized in the facility's hazardous waste facilities permit pursuant to Health and Safety Code section 25200, or its grant of interim status pursuant to Health and Safety Code section 25200.5, or the facility capacity authorized in any state or local agency permit allowing the construction or operation of the facility for the burning of hazardous waste granted before January 1, 1990; or
(b) The facility capacity authorized in the facility's original hazardous facilities permit, grant of interim status, or any state or local agency permit allowing the construction or operation of a facility for the burning of hazardous waste, granted on or after January 1, 1990.

This section does not apply to any project over which the State Energy Resources Conservation and Development Commission has assumed jurisdiction per Health and Safety Code sections 25500 et seq.

The EIR requirement is also subject to a number of exceptions for specific types of waste-burning projects. (Public Resources Code section 21151.1 and State CEQA Guidelines section 15081.5.) Even if preparation of an EIR is not mandatory for a particular type of waste-burning project, those projects are not exempt from the other requirements of CEQA, the State CEQA Guidelines, or these Local Guidelines. In addition, waste-burning projects are subject to special notice requirements under Public Resources Code section 21092. Specifically, in addition to the standard public notices required by CEQA, notice must be provided to all owners and occupants of property located within one-fourth mile of any parcel or parcels on which the waste-burning project will be located. (Public Resources Code section 21092(c); see Local Guidelines Sections 6.12 and 7.27.)

5.12 DEVELOPMENT PURSUANT TO AN EXISTING COMMUNITY PLAN AND EIR.

Before preparing a CEQA document, Staff should determine whether the proposed project involves development consistent with an earlier zoning or community plan to accommodate a particular density for which an EIR has been certified. If an earlier EIR for the zoning or planning action has been certified, and if the proposed project concerns the approval of a subdivision map or development, CEQA applies only to the extent the project raises environmental effects peculiar to the parcel which were not addressed in the earlier EIR. Off-site and cumulative effects not

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discussed in the general plan EIR must still be considered. Mitigation measures set out in the earlier EIR should be implemented at this stage.

Environmental effects shall not be considered peculiar to the parcel if uniformly applied development policies or standards have been previously adopted by a city or county with a finding based on substantial evidence that the policy or standard will substantially mitigate the environmental effect when applied to future projects. Examples of uniformly applied development policies or standards include, but are not limited to: parking ordinances; public access requirements; grading ordinances; hillside development ordinances; flood plain ordinances; habitat protection or conservation ordinances; view protection ordinances; and requirements for reducing greenhouse gas emissions as set forth in adopted land use plans, policies or regulations. Any rezoning action consistent with the Community Plan shall be subject to exemption from CEQA in accordance with this section. "Community Plan" means part of a city's general plan which: (1) applies to a defined geographic portion of the total area included in the general plan; (2) complies with Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code by referencing each of the mandatory elements specified in Government Code section 65302; and (3) contains specific development policies adopted for the area in the Community Plan and identifies measures to implement those policies, so that the policies which will apply to each parcel can be determined.

(Reference: State CEQA Guidelines, § 15183.)

5.13 LAND USE POLICIES.

When a project will amend a general plan or another land use policy, the Initial Study must address how the change in policy and its expected direct and indirect effects will affect the environment. When the amendments constitute substantial changes in policies that result in a significant impact on the environment, an EIR may be required.

5.14 EVALUATING IMPACTS ON HISTORICAL RESOURCES.

Projects that may cause a substantial adverse change in the significance of a historical resource, as defined in Local Guidelines Section 11.28 are projects that may have a significant effect on the environment, thus requiring consideration under CEQA. Particular attention and care should be given when considering such projects, especially projects involving the demolition of a historical resource, since such demolitions have been determined to cause a significant effect on the environment.

Substantial adverse change in the significance of a historical resource means physical demolition, destruction, relocation or alteration of the resource or its immediate surroundings, such that the significance of a historical resource would be materially impaired.

The significance of a historical resource is materially impaired when a project:

(a) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its inclusion in, or eligibility for inclusion in, the California Register of Historical Resources;

(b) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources or its identification in a historical resources survey, unless the Lead Agency establishes by a preponderance of evidence that the resource is not historically or culturally significant; or

(c) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by the Lead Agency for purposes of CEQA.

Generally, a project that follows either one of the following sets of standards and guidelines will be considered mitigated to a level of less than significant: (a) the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings; or (b) the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (1995), Weeks and Grimmer.

In the event of an accidental discovery of a possible historical resource during construction of the project, the City may provide for the evaluation of the find by a qualified archaeologist or other professional. If the find is determined to be a historical resource, the City should take appropriate steps to implement appropriate avoidance or mitigation measures. Work on non-affected portions of the project, as determined by the City, may continue during the process. Curation may be an appropriate mitigation measure for an artifact that must be removed during project excavation or testing.

(Reference: State CEQA Guidelines, § 15064.5.)

5.15 EVALUATING IMPACTS ON ARCHAEOLOGICAL SITES.

When a project will impact an archaeological site, the City shall first determine whether the site is a historical resource, as defined in Local Guidelines Section 11.28 If the archaeological site is a historical resource, it shall be treated and evaluated as such, and not as an archaeological resource. If the archaeological site does not meet the definition of a historical resource, but does meet the definition of a unique archaeological resource set forth in Public Resources Code section 21083.2, the site shall be treated in accordance with said provisions of the Public Resources Code. The time and cost limitations described in Section 21083.2(c-f) do not apply to surveys and site evaluation activities intended to determine whether the project site contains unique archaeological resources.

If the archaeological resource is neither a unique archaeological resource nor a historical resource, the effects of the project on those resources shall not be considered a significant effect on the environment. It shall be sufficient that both the resource and the effect on it are noted in the Initial Study or EIR, if one is prepared to address impacts on other resources, but they need not be considered further in the CEQA process.

In the event of an accidental discovery of a possible unique archaeological resource during construction of the project, the City may provide for the evaluation of the find by a qualified archaeologist. If the find is determined to be a unique archaeological resource, the City should

take appropriate steps to implement appropriate avoidance or mitigation measures. Work on non-affected portions of the project, as determined by the City, may continue during the process. Curation may be an appropriate mitigation measure for an artifact that must be removed during project excavation or testing.

When an Initial Study identifies the existence of, or the probable likelihood of, Native American human remains within the Project, the City shall comply with the provisions of State CEQA Guidelines section 15064.5(d). In the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the City shall comply with the provisions of State CEQA Guidelines section 15064.5(e).

(Reference: State CEQA Guidelines, § 15064.5(c).)

5.16 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.

(a) Projects Subject to Consultation Requirements.

For certain development projects, cities and counties must consult with water agencies. If the City is a municipal water provider, the city or county may request that the City prepare a water supply assessment to be included in the relevant environmental documentation for the project. The City may refer to this section when preparing such an assessment or when reviewing projects in its role as a Responsible Agency. This section applies only to water demand projects as defined by Guideline 11.78. Program level environmental review may not need to be as extensive as project level environmental review. (See Local Guidelines Sections 8.03 and 8.08.)

(b) Water Supply Assessment.

When a city or county as Lead Agency determines the type of environmental document that will be prepared for a water demand project or any project that includes a water demand project, the city or county must identify any public water system (as defined in Local Guidelines Sections 11.59 and 11.83) that may supply water for the project. The city or county must also request that the public water system determine whether the projected demand associated with the project was included in the most recently adopted Urban Water Management Plan. The city or county must also request that the public water system prepare a specified water supply assessment for approval at a regular or special meeting of the public water system governing body.

If no public water system is identified that may supply water for the water demand project, the city or county shall prepare the water supply assessment. The city or county shall consult with any entity serving domestic water supplies whose service area includes the site of the water demand project, the local agency formation commission, and the governing body of any public water system adjacent to the site of the water demand project. The city council or county board of supervisors must approve the water assessment prepared pursuant to this paragraph at a regular or special meeting.

As per Water Code section 10910, the water assessment must include identification of existing water supply entitlements, water rights, or water service contracts relevant to the water supply for the proposed project and water received in prior years pursuant to those entitlements,

rights, and contracts, and further information is required if water supplies include groundwater. The water assessment must determine the ability of the public water system to meet existing and future demands along with the demands of the proposed water demand project in light of existing and future water supplies. This supply demand analysis is to be conducted via a twenty-year projection, and must assess water supply sufficiency during normal year, single dry year, and multiple dry year hydrology scenarios. If the public water agency concludes that the water supply is, or will be, insufficient, it must submit plans for acquiring additional water supplies.

The city or county may grant the public water agency a thirty (30) day extension of time to prepare the assessment if the public water agency requests an extension within ninety (90) days of being asked to prepare the assessment. If the governing body of the public water system fails to request and receive an extension of time, or fails to submit the water assessment notwithstanding the thirty (30) day extension, the city or county may seek a writ of mandamus to compel the governing body of the public water system to comply.

If a water-demand project has been the subject of a water assessment, no additional water assessment shall be required for subsequent water-demand projects that were included in the larger water-demand project if all of the following criteria are met:

(1) The entity completing the water assessment concluded that its water supplies are sufficient to meet the projected water demand associated with the larger water-demand project, in addition to the existing and planned future uses, including, but not limited to, agricultural and industrial uses; and

(2) None of the following changes has occurred since the completion of the water assessment for the larger water-demand project:

(A) Changes in the larger water-demand project that result in a substantial increase in water demand for the water-demand project;

(B) Changes in the circumstances or conditions substantially affecting the ability of the public water system identified in the water assessment to provide a sufficient supply of water for the water demand project; and

(C) Significant new information becomes available which was not known and could not have been known at the time when the entity had reached its assessment conclusions. The city or county shall include the water assessment, and any water acquisition plan in the EIR, negative declaration, or mitigated negative declaration, or any supplement thereto, prepared for the project, and may include an evaluation of the water assessment and water acquisition plan information within such environmental document. A discussion of water supply availability should be included in the main text of the environmental document. Normally, this discussion should be based on the data and information included in the water supply assessment. In making its required findings under CEQA, the city or county shall determine, based on the entire record, whether projected water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses. If a city or county determines that water supplies will not be sufficient, the city or county shall include that determination in its findings for the project.

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The degree of certainty regarding the availability of water supplies will vary depending on the stage of project approval. A Lead Agency should have greater confidence in the availability of water supplies for a specific project than might be required for a conceptual plan (i.e. general plan, specific plan). An analysis of water supply in an environmental document may incorporate by reference information in a water supply assessment, urban water management plan, or other publicly available sources. The analysis shall include the following:

(1) Sufficient information regarding the project's proposed water demand and proposed water supplies to permit the Lead Agency to evaluate the pros and cons of supplying the amount of water that the project will need.

(2) An analysis of the reasonably foreseeable environmental impacts of supplying water throughout all phases of the project.

(3) An analysis of circumstances affecting the likelihood of the water's availability, as well as the degree of uncertainty involved. Relevant factors may include but are not limited to, drought, salt-water intrusion, regulatory or contractual curtailments, and other reasonably foreseeable demands on the water supply.

(4) If the Lead Agency cannot determine that a particular water supply will be available, it shall conduct an analysis of alternative sources, including at least in general terms the environmental consequences of using those alternative sources, or alternatives to the project that could be served with available water.

For complete information on these requirements, consult Water Code sections 10910, et seq. For other CEQA provisions applicable to these types of projects, see Local Guidelines Sections 7.03 and 7.25.

5.17 SUBDIVISIONS WITH MORE THAN 500 DWELLING UNITS.

Cities and counties must obtain written verification (see Form "O" for a sample) from the applicable public water system(s) that a sufficient water supply is available before approving certain residential development projects. If the City is a municipal water provider for a project, the city or county may request such a verification from the City. The City should also be aware of these requirements when reviewing projects in its role as a Responsible Agency.

Cities and counties are prohibited from approving a tentative map, parcel map for which a tentative map was not required, or a development agreement for a subdivision of property of more than 500 dwellings units, unless:

(1) The City Council, Board of Supervisors, or the advisory agency receives written verification from the applicable public water system that a sufficient water supply is available; or

(2) Under certain circumstances, the City Council, Board of Supervisors or the advisory agency makes a specified finding that sufficient water supplies are, or will be, available prior to completion of the project.

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For complete information on these requirements, consult Government Code section 66473.7.

5.18 IMPACTS TO OAK WOODLANDS.

When a county prepares an Initial Study to determine what type of environmental document will be prepared for a project within its jurisdiction, the county must determine whether the project may result in a conversion of oak woodlands that will have a significant effect on the environment. Normally, this rule will not apply to projects undertaken by the City. However, if the City is a Responsible Agency on such a project, the City should endeavor to ensure that the county, as Lead Agency, analyzes these impacts in accordance with CEQA.

(Reference: Pub. Resources Code, § 21083.4.)

5.19 CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS.

A. Estimating or Calculating the Magnitude of the Project's Greenhouse Gas Emissions.

The City shall analyze the greenhouse gas emissions of its projects as required by State CEQA Guidelines section 15064.4. For projects subject to CEQA, the City shall make a good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project.

In performing analysis of greenhouse gas emissions, the City, as Lead Agency, shall have discretion to determine, in the context of a particular project, whether to:

(1) Quantify greenhouse gas emissions resulting from a project; and/ or

(2) Rely on a qualitative analysis or performance-based standards.

B. Factors in Determining Significance.

In determining the significance of a project's greenhouse gas emissions, the City, when acting as Lead Agency, should focus its analysis on the reasonably foreseeable incremental contribution of the project's emissions to the effects of climate change. A project's incremental contribution may be cumulatively considerable even if it appears relatively small compared to statewide, national, or global emissions. The City's analysis should consider a timeframe that is appropriate for the project. The City's analysis also must reasonably reflect evolving scientific knowledge and state regulatory schemes.

Once the amount of a project's greenhouse gas emissions have been described, estimated, or calculated, the City should consider the following factors, among others, to determine whether those emissions are significant:

(1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting. Physical environmental conditions in the vicinity of the project, as they exist at the

time the Notice of Preparation is published or the time when the environmental analysis is commenced, will normally constitute the baseline. All project phases, including construction and operation, should be considered in determining whether a project will cause emissions to increase or decrease as compared to the baseline;

(2) Whether the project emissions exceed a threshold of significance that the Lead Agency determines applies to the project. The Lead Agency may rely on thresholds of significance developed by experts or other agencies, provided that application of the threshold and the significance conclusion is supported with substantial evidence. When relying on thresholds developed by other agencies, the Lead Agency should ensure that the threshold is appropriate for the project and the project's location; and

(3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions (see, e.g., State CEQA Guidelines section 15183.5(b)). Such requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project. In determining the significance of impacts, the Lead Agency may consider a project's consistency with the State's long-term climate goals or strategies, provided that substantial evidence supports the agency's analysis of how those goals or strategies address the project's incremental contribution to climate change and its conclusion that the project's incremental contribution is not cumulatively considerable.

The Lead Agency may use a model or methodology to estimate greenhouse gas emissions resulting from a project. The Lead Agency has discretion to select the model or methodology it considers most appropriate to enable decision makers to intelligently take into account the project's incremental contribution to climate change. The Lead Agency must support its selection of a model or methodology with substantial evidence. The Lead Agency should explain the limitations of the particular model or methodology selected for use.

C. Consistency with Applicable Plans.

When an EIR is prepared, it must discuss any inconsistencies between the proposed project and any applicable general plan, specific plans, and regional plans. This includes, but is not limited to, any applicable air quality attainment plans, regional blueprint plans, or plans for the reduction of greenhouse gas emissions.

D. Mitigation Measures Related to Greenhouse Gas Emissions.

Lead Agencies must consider feasible means of mitigating the significant effects of greenhouse gas emissions. Any such mitigation measure must be supported by substantial evidence and be subject to monitoring or reporting. Potential mitigation will depend on the particular circumstances of the project, but may include the following, among others:

(1) Measures in an existing plan or mitigation program for the reduction of emissions that are required as part of the Lead Agency's decision;

(2) Reductions in emissions resulting from a project through implementation of project features, project design, or other measures, such as those described in State CEQA Guidelines Appendix F;

(3) Off-site measures, including offsets that are not otherwise required, to mitigate a project's emissions;

(4) Measures that sequester greenhouse gases; and

(5) In the case of the adoption of a plan, such as a general plan, long range development plan, or plan for the reduction of greenhouse gas emissions, mitigation may include the identification of specific measures that may be implemented on a project-by-project basis. Mitigation may also include the incorporation of specific measures or policies found in an adopted ordinance or regulation that reduces the cumulative effect of emissions.

E. Streamlined Analysis of Greenhouse Gas Emissions.

Under certain limited circumstances, the legislature has specifically declared that the analysis of greenhouse gas emissions or climate change impacts may be limited. Public Resources Code sections 21155, 21155.2, and 21159.28 provide that if certain residential, mixed use and transit priority projects meet specified ratios and densities, then the lead agencies for those projects may conduct a limited review of greenhouse gas emissions or may be exempted from analyzing global warming impacts that result from cars and light duty trucks, if a detailed list of requirements is met. However, unless the project is exempt from CEQA, the Lead Agency must consider whether such projects will result in greenhouse gas emissions from other sources, including, but not limited to, energy use, water use, and solid waste disposal.

F. Tiering.

The City may analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level. Later project-specific environmental documents may then tier from and/or incorporate by reference that existing programmatic review.

G. Plans for the Reduction of Greenhouse Gas Emissions.

Public agencies may choose to analyze and mitigate greenhouse gas emissions in a plan for the reduction of greenhouse gas emissions or in a similar document. A plan for the reduction of greenhouse gas emissions should:

(1) Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area;

(2) Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable;

(3) Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area;

(4) Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level;

(5) Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels; and

(6) Be adopted in a public process following environmental review.

A plan for the reduction of greenhouse gas emissions, once adopted following certification of an EIR, or adoption of another environmental document, may be used in the cumulative impacts analysis of later projects. An environmental document that relies on a plan for the reduction of greenhouse gas emissions for a cumulative impacts analysis must identify those requirements specified in the plan that apply to the project, and, if those requirements are not otherwise binding and enforceable, incorporate those requirements as mitigation measures applicable to the project. If there is substantial evidence that the effects of a particular project may be cumulatively considerable notwithstanding the project's compliance with the specified requirements in the plan for reduction of greenhouse gas emissions, an EIR must be prepared for the project.

H. Analyzing the Effects of Climate Change on the Project.

Where an EIR is prepared for a project, the EIR shall analyze any significant environmental effects the project might cause by bringing development and people into the project area that may be affected by climate change. In particular, the EIR should evaluate any potentially significant impacts of locating development in areas susceptible to hazardous conditions (e.g., floodplains, coastlines, wildfire risk areas) as identified in authoritative hazard maps, risk assessments or in land use plans addressing such hazards areas. The analysis may be limited to the potentially significant effects of locating the project in a potentially hazardous location. Further, this analysis may be limited by the project's life in relation to the potential of such effects to occur and the availability of existing information related to potential future effects of climate change. Further, the EIR need not include speculation regarding such future effects.

5.20 ENERGY CONSERVATION.

Potentially significant energy implications of a project must be considered in an EIR to the extent relevant and applicable to the project. Therefore, the project description should identify the following as applicable or relevant to the particular project:

(1) Energy consuming equipment and processes which will be used during construction, operation and/or removal of the project. If appropriate, this discussion should consider the energy intensiveness of materials and equipment required for the project;

(2) Total energy requirements of the project by fuel type and end use;

(3) Energy conservation equipment and design features;

(4) Identification of energy supplies that would serve the project; and

(5) Total estimated daily vehicle trips to be generated by the project and the additional energy consumed per trip by mode.

As described in Local Guidelines Section 5.06, above, an initial study must include a description of the environmental setting. The discussion of the environmental setting may include existing energy supplies and energy use patterns in the region and locality. The City may also consider the extent to which energy supplies have been adequately considered in other environmental documents. Environmental impacts may include:

(1) The project's energy requirements and its energy use efficiencies by amount and fuel type for each stage of the project including construction, operation, maintenance and/or removal. If appropriate, the energy intensiveness of materials may be discussed;

(2) The effects of the project on local and regional energy supplies and on requirements for additional capacity;

(3) The effects of the project on peak and base period demands for electricity and other forms of energy;

(4) The degree to which the project complies with existing energy standards;

(5) The effects of the project on energy resources; and/or

(6) The project's projected transportation energy use requirements and its overall use of efficient transportation alternatives.

As discussed above in Section 5.06, the Initial Study must identify the potential environmental effects of the proposed activity. That discussion must include the unavoidable adverse effects. Unavoidable adverse effects may include wasteful, inefficient and unnecessary consumption of energy during the project construction, operation, maintenance and/or removal that cannot be feasibly mitigated.

When discussing energy conservation, alternatives should be compared in terms of overall energy consumption and in terms of reducing wasteful, inefficient and unnecessary consumption of energy.

5.21 ENVIRONMENTAL IMPACT ASSESSMENT.

The Initial Study identifies which environmental impacts may be significant. Based upon the Initial Study, Staff shall determine whether a proposed project may or will have a significant effect on the environment. Such determination shall be made in writing on the Environmental Impact Assessment Form (Form "C"). If Staff finds that a project will not have a significant effect on the environment, it shall recommend that a Negative Declaration be prepared and adopted by the decision-making body. If Staff finds that a project may have a significant effect on the environment, but the effects can be mitigated to a level of insignificance, it shall recommend that a Mitigated Negative Declaration be prepared and adopted by the decision-making body. If Staff finds that a project may have a significant effect on the environment, it shall recommend that an EIR be prepared and certified by the decision-making body.

5.22 FINAL DETERMINATION.

The City Council shall have the final responsibility for determining whether an EIR, Negative Declaration or Mitigated Negative Declaration shall be required for any project. The City Council's determination shall be final and conclusive on all persons, including Responsible Agencies and Trustee Agencies, except as provided in Section 15050(c) of the State CEQA Guidelines. Additionally, in the event the City Council has delegated authority to a subsidiary board or official to approve a project, the City Council also hereby delegates to that subsidiary board or official the authority to make all necessary CEQA determinations, including whether an EIR, Negative Declaration, Mitigated Negative Declaration or exemption shall be required for any project. A subsidiary board or official's CEQA determination shall be subject to appeal consistent with the City's established procedures for appeals.

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6. NEGATIVE DECLARATION

6.01 DECISION TO PREPARE A NEGATIVE DECLARATION.

A Negative Declaration (Form "E") shall be prepared for a project subject to CEQA when the Initial Study shows that there is no substantial evidence in light of the whole record that the project may have a significant or potentially significant adverse effect on the environment. (See Local Guidelines Sections 11.65 and 11.71.)

(Reference: State CEQA Guidelines, § 15070(a).)

6.02 DECISION TO PREPARE A MITIGATED NEGATIVE DECLARATION.

A Mitigated Negative Declaration (Form "E") shall be prepared for a project subject to CEQA when the Initial Study identifies potentially significant effects on the environment, but:

(a) The project applicant has agreed to revise the project or the City can revise the project to avoid these significant effects or to mitigate the effects to a point where it is clear that no significant effects would occur; or
(b) There is no substantial evidence in light of the whole record before the City that the revised project may have a significant effect.

It is insufficient to require an applicant to adopt mitigation measures after final adoption of the Mitigated Negative Declaration or to state that mitigation measures will be recommended on the basis of a future study. The City must know the measures at the time the Mitigated Negative Declaration is adopted in order for them to be evaluated and accepted as adequate mitigation. Evidence of agreement by the applicant to such mitigation should be in the record prior to public review. Except where noted, the procedural requirements for the preparation and approval of a Negative Declaration and Mitigated Negative Declaration are the same.

(Reference: State CEQA Guidelines, § 15070(b).)

6.03 CONTRACTING FOR PREPARATION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

The City, when acting as Lead Agency, is responsible for preparing all documents required pursuant to CEQA. The documents may be prepared by Staff or by private consultants pursuant to a contract with the City, but they must be the City's product and reflect the independent judgment of the City.

6.04 NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

When, based upon the Initial Study, it is recommended to the decision-making body that a Negative Declaration or Mitigated Negative Declaration be adopted, a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration (Form "D") shall be prepared. In addition to being provided to the public through the means set forth in Local Guidelines Section 6.07, this Notice shall also be provided to:

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(a) Each Responsible and Trustee Agency;
(b) Any other federal, state, or local agency that has jurisdiction by law or exercises authority over resources affected by the project, including:

(1) Any water supply agency consulted under Local Guidelines Section 5.16;

(2) Any city or county bordering on the project area;

(3) For a project of statewide, regional, or area-wide significance, to any transportation agencies or public agencies which have major local arterials or public transit facilities within five (5) miles of the project site or freeways, highways, or rail transit service within ten (10) miles of the project site which could be affected by the project; and

(4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, to the California Department of Water Resources;

(c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
(d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria of Local Guidelines Section 6.05, to the specified military services contact;
(e) For certain projects that involve the construction or alteration of a facility anticipated to include hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 6.06, to any potentially affected school district;
(f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (regarding mandatory preparation of EIR) (see also Local Guidelines Section 7.27), to the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
(g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, notice shall be provided to the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

The Notice of Intent must also be posted to the Lead Agency's website, if any. (Pub. Resources Code, § 21092.2(d).) Additionally, for a project of statewide, regional, or area-wide significance, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project.

A copy of the proposed Negative Declaration or Mitigated Negative Declaration and the Initial Study shall be attached to the Notice of Intent to Adopt that is sent to every Responsible Agency and Trustee Agency concerned with the project and every other public agency with jurisdiction by law over resources affected by the project.

The public review period for a Negative Declaration or Mitigated Negative Declaration shall not be less than twenty (20) days; the public review period shall be at least thirty (30) days where the Negative Declaration or Mitigated Negative Declaration is for a proposed project where

(1) a state agency is the lead agency, a responsible agency, or a trustee agency; (2) a state agency otherwise has jurisdiction by law with respect to the project; or (3) the proposed project is of sufficient statewide, regional, or area-wide significance as determined pursuant to State CEQA Guidelines section 15206. The Lead Agency shall give notice of the public review period by filing and posting a Notice of Intent to Adopt a Negative Declaration (Form "D") with the County Clerk before commencement of the public review period; where a public review period of at least 30 days is required, the Lead Agency shall also electronically submit the Notice of Intent to the State Clearinghouse. (Pub. Resources Code, § 21091.)

For purposes of calculating the length of the public review period, the last day of the public review period cannot fall on a weekend, a legal holiday, or other day on which the lead agency's offices are closed.[1] (Reference: *Rominger v. County of Colusa* (2014) 229 Cal.App.4th 690, 708.)

If the Negative Declaration or Mitigated Negative Declaration has been submitted to the State Clearinghouse for review by state agencies, the public review period shall be at least as long as the period of review and comment by state agencies. (See Local Guidelines Section 6.10.) Day one of the state agency review period shall be the date that the State Clearinghouse distributes the Negative Declaration or Mitigated Negative Declaration to state agencies.

The Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration shall contain the following information:

(a) The period during which comments shall be received;
(b) The date, time and place of any public meetings or hearings on the proposed project;
(c) A brief description of the proposed project and its location;
(d) The address where copies of the proposed Negative Declaration or Mitigated Negative Declaration and all documents incorporated by reference in the proposed Negative Declaration or Mitigated Negative Declaration are available for review;
(e) A description of how the proposed Negative Declaration or Mitigated Negative Declaration can be obtained in electronic format;
(f) The Environmental Protection Agency ("EPA") list on which the proposed project site is located, if applicable, and the corresponding information from the applicant's statement (see Local Guidelines Section 2.05); and
(g) The significant effects on the environment, if any, anticipated as a result of the proposed project.

(Reference: Pub. Resources Code, §§ 21082.1, 21091, 21161; State CEQA Guidelines, §§ 15072, 15105, 15205.)

[1] A public agency's "offices are closed" for purposes of this section on days in which the agency is formally closed for business (for example, due to a weekend, a legal holiday, or a formal furlough affecting the entire office). A public agency's office is not considered closed for purposes of this section where the agency's office may be physically closed, but the agency is nonetheless open for business and is operating remotely or virtually (for example, in response to the Covid-19 pandemic).

6.05 PROJECTS AFFECTING MILITARY SERVICES; DEPARTMENT OF DEFENSE NOTIFICATION.

CEQA imposes additional requirements to provide notice to potentially affected military agencies when:

(a) The project meets one of the following three criteria:

(1) The project includes a general plan amendment;

(2) The project is of statewide, regional, or area-wide significance; or

(3) The project relates to a public use airport or certain lands surrounding a public use airport; and

(b) A "military service" (defined in Section 11.42 of these Local Guidelines) has provided its contact office and address and notified the Lead Agency of the specific boundaries of a "low-level flight path" (defined in Section 11.37 of these Local Guidelines), "military impact zone" (defined in Section 11.41 of these Local Guidelines), or "special use airspace" (defined in Section 11.67 of these Local Guidelines).

When a project meets these requirements, the City must provide the military service's designated contact with a copy of the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration that has been prepared for the project, unless the project involves the remediation of lands contaminated with hazardous wastes and meets certain other requirements. See Public Resources Code sections 21080.4 and 21092 and Health and Safety Code sections 25300, et seq.; 25396; and 25187.

The City must provide the military service with sufficient notice of its intent to adopt a Negative Declaration or Mitigated Negative Declaration to ensure that the military service has no fewer than twenty (20) days to review the documents before they are approved, provided that the military service shall have a minimum of thirty (30) days to review the environmental documents if the documents have been submitted to the State Clearinghouse. See State CEQA Guidelines sections 15105(b) and 15190.5(c).

6.06 SPECIAL FINDINGS REQUIRED FOR FACILITIES THAT MAY EMIT HAZARDOUS AIR EMISSIONS NEAR SCHOOLS.

Special procedural rules apply to projects involving the construction or alteration of a facility within one-quarter mile of a school/schools when: (1) the facility might reasonably be anticipated to emit hazardous air emissions or to handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the threshold specified in Health and Safety Code section 25532(j), and (2) the emissions or substances may pose a health or safety hazard to persons who would attend or would be employed at the school. If the project meets both of those criteria, a Lead Agency may not approve a Negative Declaration or a Mitigated Negative Declaration unless both of the following have occurred:

(a) The Lead Agency consulted with the affected school district or districts having jurisdiction over the school regarding the potential impact of the project on the school; and
(b) The school district(s) was given written notification of the project not less than thirty (30) days prior to the proposed approval of the Negative Declaration.

When the City is considering the adoption of a Negative Declaration or Mitigated Negative Declaration for a project that meets these criteria, it can satisfy this requirement by providing the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, the proposed Negative Declaration or Mitigated Negative Declaration, and the Initial Study to the potentially affected school district at least thirty (30) days before the decision-making body will consider the adoption of the Negative Declaration or Mitigated Negative Declaration. See also Local Guidelines Section 6.04.

Implementation of this Guideline shall be consistent with the definitions and terms utilized in State CEQA Guidelines section 15186.

6.07 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES.

Prior to the release of a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration for a project, the Lead Agency shall begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if:

(a) The California Native American tribe requested to the Lead Agency, in writing, to be informed by the Lead Agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe; and

(b) The California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. The California Native American tribe shall designate a lead contact person when responding to the Lead Agency. If a lead contact is not designated by the California Native American tribe, or it designates multiple lead contact people, the Lead Agency shall defer to the individuals listed on the contact list maintained by the Native American Heritage Commission. Consultation is defined in Local Guidelines Section 11.12.

To expedite the requirements of this section, the Native American Heritage Commission shall assist the Lead Agency in identifying the California American Native tribes that are traditionally and culturally affiliated with the project area.

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the Lead Agency shall provide formal notification to the designated contact of, or a trial representative of, traditionally and culturally affiliated California Native America tribes that have requested notice, which shall be accomplished by at least one written notification that includes a brief description of the proposed project and its location, the Lead Agency contact information, and a notification that the California Native American tribe has 30 days to request consultation. Where the application for a housing

development project is deemed to be complete on or after March 4, 2020 and before December 31, 2021, the California Native American tribe shall have 60 days to respond to the Lead Agency and request consultation. (Reference: Gov. Code, § 65583(i).)

The Lead Agency shall begin the consultation process within 30 days of receiving a California Native American tribe's request for consultation.

If consultation is requested, the parties may propose mitigation measures, including those set forth in Public Resources Code section 21084.3, capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource. The consultation may include discussion concerning the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and, if necessary, project alternatives or the appropriate measures for preservation or mitigation that the California Native American tribe may recommend to the Lead Agency.

The consultation shall be considered concluded when either of the following occurs:

(1) The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource.

(2) A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

The California Native American tribe is not limited in its ability to submit information to the lead agency regarding the significance of the tribal cultural resources, the significance of the project's impact on tribal cultural resources, or any appropriate measures to mitigate the impacts. Additionally, the lead agency or project proponent is not limited in its ability to incorporate changes and additions to the project as a result of the consultation, even if not legally required.

(Reference: Pub. Resources Code, §§ 21080.3.1, 21080.3.2.)

6.08 IDENTIFICATION OF TRIBAL CULTURAL RESOURCES AND PROCESSING OF INFORMATION AFTER CONSULTATION WITH THE CALIFORNIA NATIVE AMERICAN TRIBE

After consultation with the California Native American tribe listed above in Local Guidelines Section 6.07, any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code section 21080.3.2 shall be recommended for inclusion in the Mitigated Negative Declaration and in an adopted mitigation monitoring and reporting program, if the mitigation measures are determined to avoid or lessen the proposed project’s impacts on tribal cultural resources, and if the mitigation measures are enforceable.

If a project may have a significant impact on a tribal cultural resource, the Lead Agency's Mitigated Negative Declaration shall discuss both of the following:

(a) Whether the proposed project has a significant impact on an identified tribal cultural resource;

(b) Whether feasible alternatives or mitigation measures, including those measures that may be agreed to during the consultation, avoid or substantially lessen the impact on the identified tribal cultural resource.

Any information provided regarding the location, description and use of the tribal cultural resource that is submitted by a California Native American tribe during the environmental review process shall not be included in the Negative Declaration or Mitigated Negative Declaration or otherwise disclosed by the Lead Agency or any other public agency to the public, consistent with Government Code section 7927.005 and State CEQA Guidelines section 15120(d), without the prior consent of the tribe that provided the information. If the Lead Agency publishes any information submitted by a California Native American tribe during the consultation or environmental review process, that information shall be published in a confidential appendix to the Negative Declaration or Mitigated Negative Declaration unless the tribe provides consent, in writing, to the disclosure of some or all of the information to the public. This does not prohibit the confidential exchange of the submitted information between public agencies that have lawful jurisdiction over the preparation of the Negative Declaration or the Mitigated Negative Declaration.

The exchange of confidential information regarding tribal cultural resources submitted by a California Native American tribe during the consultation or environmental review process among the Lead Agency, the California Native American tribe, the project applicant, or the project applicant's agent is not prohibited by Public Resources Code section 21082.3. The project applicant and the project applicant's legal advisers must use a reasonable degree of care and maintain the confidentiality of the information exchanged for the purposes of preventing looting, vandalism, or damage to tribal cultural resources and shall not disclose to a third party confidential information regarding the cultural resource unless the California Native American tribe providing the information consents in writing to the public disclosure of such information.

Public Resources Code section 21082.3 does not prevent a Lead Agency or other public agency from describing the information in general terms in the Negative Declaration or Mitigated Negative Declaration so as to inform the public of the basis of the Lead Agency's or other public agency's decision without breaching the confidentiality required. In addition, a Lead Agency may adopt a Mitigated Negative Declaration for a project with a significant impact on an identified tribal cultural resource only if one of the following occurs:

(a) The consultation process between the California Native American tribe and the Lead Agency has occurred as provided in Public Resources Code sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2.

(b) The California Native American tribe has requested consultation pursuant to Public Resources Code section 21080.3.1 and has failed to provide comments to the Lead agency, or otherwise failed to engage, in the consultation process.

(c) The Lead Agency has complied with subdivision (d) of Section 21080.3.1 of the Public Resources Code and the California Native American tribe has failed to request consultation within 30 days.

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If substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource but the decision-makers do not include the mitigation measures recommended by the staff in the Mitigated Negative Declaration, or if there are no agreed upon mitigation measures at the conclusion of the consultation; or if no consultation has occurred, the Lead Agency must still consider the adoption of feasible mitigation.

(Reference: Pub. Resources Code, § 21082.3.)

6.09 SIGNIFICANT ADVERSE IMPACTS TO TRIBAL CULTURAL RESOURCES

Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. If the Lead Agency determines that a project may cause a substantial adverse change to a tribal cultural resource, and measures are not otherwise identified in the consultation process provided in Public Resources Code section 21080.3.2 and as set forth in Local Guidelines Section 6.07, the following examples of mitigation measures, if feasible, may be considered to avoid or minimize the significant adverse impacts:

(a) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.

(b) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:

(1) Protecting the cultural character and integrity of the resource.

(2) Protecting the traditional use of the resource.

(3) Protecting the confidentiality of the resource.

(c) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.

(d) Protecting the resource.

(Reference: Pub. Resources Code, § 21084.3.)

6.10 POSTING AND PUBLICATION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

The City shall have a copy of the Notice of Intent to Adopt, the Negative Declaration or Mitigated Negative Declaration, and the Initial Study posted at the City's offices and on the City's website, if any, and shall make these documents available for public inspection. The Notice must be provided either twenty (20) or thirty (30) days prior to final adoption of the Negative Declaration or Mitigated Negative Declaration. The public review period for a Negative

Declaration or Mitigated Negative Declaration prepared for a project subject to state agency review, as set forth in Local Guidelines Section 6.11 must be circulated for at least as long as the review period established by the State Clearinghouse, usually no less than thirty (30) days. Under certain circumstances, a shortened review period of at least twenty (20) days may be approved by the State Clearinghouse as provided for in State CEQA Guidelines section 15105. See the Shortened Review Request Form "P." The state review period will commence on the date the State Clearinghouse distributes the document to state agencies. The State Clearinghouse will distribute the document within three (3) days of receipt if the Negative Declaration or Mitigated Negative Declaration is deemed complete.

The Notice must also be posted in the office of the Clerk in each county in which the project is located and must remain posted throughout the public review period. The County Clerk is required to post the Notice within twenty-four (24) hours of receiving it.

Notice shall be provided as stated in Local Guidelines Section 6.04. In addition, Notice of the Intent to Adopt shall be given to the last known name and address of all organizations and individuals who have previously requested notice; by posting the notice on the website of the lead agency; and by at least one of the following procedures:

(a) Publication at least once in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas;
(b) Posting of notice on and off site in the area where the project is to be located; or
(c) Direct mailing to owners and occupants of property contiguous to the project, as shown on the latest equalized assessment roll.

The City, when acting as Lead Agency, shall consider all comments received during the public review period for the Negative Declaration or Mitigated Negative Declaration. For a Negative Declaration or Mitigated Negative Declaration, the City is not required to respond in writing to comments it receives either during or after the public review period. However, the City may provide a written response to all comments if it will not delay action on the Negative Declaration or Mitigated Negative Declaration, since any comment received prior to final action on the Negative Declaration or Mitigated Negative Declaration can form the basis of a legal challenge. A written response that refutes the comment or adequately explains the City's action in light of the comment will assist the City in defending against a legal challenge. The City shall notify any public agency that comments on a Negative Declaration or Mitigated Negative Declaration of the public hearing or hearings, if any, on the project for which the Negative Declaration or Mitigated Negative Declaration was prepared.

(Reference: Pub. Resources Code, § 21092; State CEQA Guidelines, §§ 15072-15073.)

6.11 SUBMISSION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION TO STATE CLEARINGHOUSE.

A Negative Declaration or Mitigated Negative Declaration must be submitted to the State Clearinghouse, in an electronic form as required by the Office of Planning and Research, regardless

of whether the document must be circulated for review and comment by state agencies under State CEQA Guidelines section 15205 and 15206. The Negative Declaration or Mitigated Negative Declaration must be submitted via the Office of Planning and Research's CEQA Submit website (https://ceqasubmit.opr.ca.gov/Security/LogOn?ReturnUrl=%2f). The CEQA Submit website differentiates between environmental documents that do require review and comment by state agencies and those that do not. In particular, the website provides a "Local Review Period" tab for submitting documents that do not require review and comment by state agencies, and a "State Review Period" tab for submitting documents that do require review and comment by state agencies.

A Negative Declaration or Mitigated Negative Declaration must be submitted to the State Clearinghouse for review and comment by state agencies (i.e., a Negative Declaration or Mitigated Negative Declaration must be submitted through the CEQA Submit website under the "State Review Period" tab) in the following situations:

(a) The Negative Declaration or Mitigated Negative Declaration is prepared by a Lead Agency that is a state agency;
(b) The Negative Declaration or Mitigated Negative Declaration is prepared by a public agency where a state agency is a Responsible Agency, Trustee Agency, or otherwise has jurisdiction by law with respect to the project; or
(c) The Negative Declaration or Mitigated Negative Declaration is for a project identified in State CEQA Guidelines section 15206 as being of statewide, regional, or area-wide significance.

State CEQA Guidelines section 15206 identifies the following types of projects as being examples of projects of statewide, regional, or area-wide significance that require submission to the State Clearinghouse for circulation:

(1) Projects that have the potential to cause significant environmental effects beyond the city or county where the project would be located, such as:

    (a) Residential development of more than 500 units;
    (b) Commercial projects employing more than 1,000 persons or covering more than 500,000 square feet of floor space;
    (c) Office building projects employing more than 1,000 persons or covering more than 250,000 square feet of floor space;
    (d) Hotel or motel development of more than 500 rooms; or
    (e) Industrial projects housing more than 1,000 persons, occupying more than 40 acres of land, or covering more than 650,000 square feet of floor area;

(2) Projects for the cancellation of a Williamson Act contract covering 100 or more acres;

(3) Projects in one of the following Environmentally Sensitive Areas:

    (a) Lake Tahoe Basin;
    (b) Santa Monica Mountains Zone;
    (c) Sacramento-San Joaquin River Delta;

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(d) Suisun Marsh;
(e) Coastal Zone, as defined by the California Coastal Act;
(f) Areas within one-quarter mile of a river designated as wild and scenic; or
(g) Areas within the jurisdiction of the San Francisco Bay Conservation and Development Commission;

(4) Projects that would affect sensitive wildlife habitats or the habitats of any rare, threatened, or endangered species;

(5) Projects that would interfere with water quality standards; and

(6) Projects that would provide housing, jobs, or occupancy for 500 or more people within 10 miles of a nuclear power plant.

A Negative Declaration or Mitigated Negative Declaration may also be submitted to the State Clearinghouse for circulation if a state agency has special expertise with regard to the environmental impacts involved.

The public review period for a Negative Declaration or a Mitigated Negative Declaration shall not be less than twenty (20) days. The review period, however, shall be at least thirty (30) days if the Negative Declaration or Mitigated Negative Declaration is for a proposed project where a state agency is the lead agency, a responsible agency, or a trustee agency; a state agency otherwise has jurisdiction by law with respect to the project; or the proposed project is of sufficient statewide, regional, or areawide significance as determined pursuant to the guidelines certified and adopted pursuant to State CEQA Guidelines section 15206. When the Negative Declaration or Mitigated Negative Declaration is submitted to the State Clearinghouse for review, the review period begins (day one) on the date that the State Clearinghouse distributes the Negative Declaration or Mitigated Negative Declaration to state agencies. The State Clearinghouse is required to distribute the Negative Declaration or Mitigated Negative Declaration to state agencies within three (3) working days from the date the State Clearinghouse receives the document, as long as the Negative Declaration or Mitigated Negative Declaration is complete when submitted to the State Clearinghouse. If the document submitted to the State Clearinghouse is not complete, the State Clearinghouse must notify the Lead Agency. The review period for the public and all other agencies may run concurrently with the state agency review period established by the State Clearinghouse, but the public review period cannot conclude before the state agency review period does. The review period for the public shall be at least as long as the review period established by the State Clearinghouse.

A shorter review period by the State Clearinghouse for a Negative Declaration or Mitigated Negative Declaration can be requested by the decision-making body. The shortened review period shall not be less than twenty (20) days. Such a request must be made in writing by the Lead Agency to the Office of Planning and Research. The decision-making body may designate by resolution or ordinance an individual authorized to request a shorter review period. (See Form "P"). Any approval of a shortened review period must be given prior to, and reflected in, the public notice. However, a shortened review period shall not be approved by the Office of Planning and Research for any proposed project of statewide, regional or area-wide environmental significance, as defined by State CEQA Guidelines section 15206.

When the Lead Agency completes its Negative Declaration or Mitigated Negative Declaration for a proposed project, the Lead Agency must also cause a Notice of Completion (Form "H") to be filed with the Office of Planning and Research via the Office of Planning and Research's CEQA Submit website. The Notice of Completion should briefly identify the project, indicate that an environmental document has been prepared for the project, and identify the project location by latitude and longitude.

The Lead Agency must post the Notice of Intent, Notice of Completion, and Negative Declaration or Mitigated Negative Declaration on its website, if any.

(Reference: Pub. Resources Code, §§ 21082.1, 21161; State CEQA Guidelines, §§ 15205, 15206.)

6.12 SPECIAL NOTICE REQUIREMENTS FOR WASTE- AND FUEL-BURNING PROJECTS.

For any project that involves the burning of municipal waste, hazardous waste, or refuse-derived fuel (such as tires) and that does not require an EIR, as defined in Local Guidelines Section 5.11, a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration shall be given to all organizations and individuals who have previously requested it and shall also be given by all three of the procedures listed in Local Guidelines Section 6.07. In addition, Notice shall be given by direct mailing to the owners and occupants of property within one-quarter mile of any parcel or parcels on which such a project is located. (Public Resources Code section 21092(c).)

These notice requirements apply only to those projects described in Local Guidelines Section 5.11. These notice requirements do not preclude the City from providing additional notice by other means if desired.

(Reference: Pub. Resources Code, § 21092(c).)

6.13 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.

Under specific circumstances a city or county acting as Lead Agency must consult with the public water system that will supply the project to determine whether the public water system can adequately supply the water needed for the project. As a Responsible Agency, the City should be aware of these requirements. See Local Guidelines Section 5.16 for more information on these requirements.

(Reference: State CEQA Guidelines, § 15155.)

6.14 CONTENT OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

A Negative Declaration must be prepared directly by or under contract to the City and should generally resemble Form "E." It shall contain the following information:

(a) A brief description of the project proposed, including any commonly used name for the project;
(b) The location of the project and the name of the project proponent;

(c) A finding that the project as proposed will not have a significant effect on the environment; and
(d) An attached copy of the Initial Study documenting reasons to support the finding.

For a Mitigated Negative Declaration, feasible mitigation measures included in the project to substantially lessen or avoid potentially significant effects must be fully enforceable through permit conditions, agreements, or other measures. Such permit conditions, agreements, and measures must be consistent with applicable constitutional requirements such as the "nexus" and "rough proportionality" standards established by case law.

The proposed Negative Declaration or Mitigated Negative Declaration must reflect the independent judgment of the City.

(Reference: State CEQA Guidelines, § 15071.)

6.15 TYPES OF MITIGATION.

The following is a non-exhaustive list of potential types of mitigation the City may consider:

(a) Avoidance;
(b) Preservation;
(c) Rehabilitation or replacement. Replacement may be on-site or off-site depending on the particular circumstances; and/or
(d) Participation in a fee program.

(Reference: State CEQA Guidelines, § 15370.)

6.16 ADOPTION OF NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

Following the publication, posting or mailing of the Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration, but not before the expiration of the applicable twenty (20) or thirty (30) day public review period, the Negative Declaration or Mitigated Negative Declaration may be presented to the decision-making body at a regular or special meeting. Prior to adoption, the City shall independently review and analyze the Negative Declaration or Mitigated Negative Declaration and find that the Negative Declaration or Mitigated Negative Declaration reflects the independent judgment of the City.

If new information is added to the Negative Declaration or Mitigated Negative Declaration after public review, the City should determine whether recirculation is warranted. (See Local Guidelines Section 6.19). If the decision-making body finds that the project will not have a significant effect on the environment, it shall adopt the Negative Declaration or Mitigated Negative Declaration. If the decision-making body finds that the proposed project may have a significant effect on the environment that cannot be mitigated or avoided, it shall order the preparation of a Draft EIR and the filing of a Notice of Preparation of a Draft EIR.

When adopting a Negative Declaration or Mitigated Negative Declaration, the City shall specify the location and custodian of the documents or other material that constitute the record of

proceedings upon which it based its decision. If adopting a Negative Declaration for a project that may emit hazardous air emissions within one-quarter mile of a school and that meets the other requirements of Local Guidelines Section 6.06, the decision-making body must also make the findings required by Local Guidelines Section 6.06.

As Lead Agency, the City may charge a non-elected official or body with the responsibility of independently reviewing the adequacy of and adopting a Negative Declaration or a Mitigated Negative Declaration. Any final CEQA determination made by a non-elected decisionmaker, however, is appealable to the City Council within either (a) the time period set forth in the City's established process to appeal the non-elected decisionmaker's CEQA determination; or, if no such process exists, (2) ten (10) days of the non-elected decisionmaker's determination. If the non-elected decisionmaker's CEQA determination is not timely appealed as set forth herein, the non-elected decisionmaker's determination shall be final.

(Reference: State CEQA Guidelines, § 15074.)

6.17 MITIGATION REPORTING OR MONITORING PROGRAM FOR MITIGATED NEGATIVE DECLARATION.

When adopting a Mitigated Negative Declaration pursuant to Local Guidelines Section 6.13, the City shall adopt a reporting or monitoring program to assure that mitigation measures, which are required to mitigate or avoid significant effects on the environment, will be fully enforceable through permit conditions, agreements, or other measures and implemented by the project proponent or other responsible party in a timely manner, in accordance with conditions of project approval. The City shall also specify the location and the custodian of the documents that constitute the record of proceedings upon which it based its decision. There is no requirement that the reporting or monitoring program be circulated for public review; however, the City may choose to circulate it for public comments along with the Mitigated Negative Declaration. The mitigation measures required to mitigate or avoid significant effects on the environment must be adopted as conditions of project approval.

This reporting or monitoring program shall be designed to assure compliance during the implementation or construction of a project and shall otherwise comply with the requirements described in Local Guidelines Section 7.38. If a Responsible Agency or Trustee Agency has required that certain conditions be incorporated into the project, the City may request that agency to prepare and submit a proposed reporting or monitoring program. The City shall also require that, prior to the close of the public review period for a Mitigated Negative Declaration (see Local Guidelines Section 6.04), the Responsible or Trustee Agency submit detailed performance objectives for mitigation measures, or refer the City to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

Local agencies have the authority to levy fees sufficient to pay for this program. Therefore, the City can charge the project proponent a fee to cover actual costs of program processing and implementation.

Transportation information resulting from the reporting or monitoring program required to be adopted by the City shall be submitted to the regional transportation planning agency where the project is located and to the Department of Transportation for a project of statewide, regional or area-wide significance according to State CEQA Guidelines section 15206. The transportation planning agency and the Department of Transportation are required by law to adopt guidelines for the submittal of these reporting or monitoring programs, so the City may wish to tailor its submittal to such guidelines.

(Reference: State CEQA Guidelines, §§ 15074, 15097.)

6.18 APPROVAL OR DISAPPROVAL OF PROJECT.

At the time of adoption of a Negative Declaration or Mitigated Negative Declaration, the decision-making body may consider the project for purposes of approval or disapproval. Prior to approving the project, the decision-making body shall consider the Negative Declaration or Mitigated Negative Declaration, together with any written comments received and considered during the public review period, and shall approve or disapprove the Negative Declaration or Mitigated Negative Declaration. In making a finding as to whether there is any substantial evidence that the project will have a significant effect on the environment, the factors listed in Local Guidelines Section 5.08 should be considered. (See Local Guidelines Section 6.06 for approval requirements for facilities that may emit hazardous pollutants or that may handle extremely hazardous substances within one-quarter mile of a school site.)

(Reference: State CEQA Guidelines, § 15092.)

6.19 RECIRCULATION OF A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

A Negative Declaration or Mitigated Negative Declaration must be recirculated when the document must be substantially revised after the public review period but prior to its adoption. A "substantial revision" occurs when the City has identified a new and avoidable significant effect for which mitigation measures or project revisions must be added in order to reduce the effect to a level of insignificance, or when the City determines that the proposed mitigation measures or project revisions will not reduce the potential effects to less than significant and new measures or revisions must be required.

Recirculation is not required under the following circumstances:

(a) Mitigation measures are replaced with equal or more effective measures, and the City makes a finding to that effect;
(b) New project revisions are added after circulation of the Negative Declaration or Mitigated Negative Declaration or in response to written or oral comments on the project's effects, but the revisions do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect;
(c) Measures or conditions of project approval are added after circulation of the Negative Declaration or Mitigated Negative Declaration, but the measures or conditions are not required by CEQA, do not create new significant environmental effects, and are not necessary to mitigate an avoidable significant effect; or

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(d) New information is added to the Negative Declaration or Mitigated Declaration which merely clarifies, amplifies, or makes insignificant modifications to the Negative Declaration or Mitigated Negative Declaration.

If, after preparation of a Negative Declaration or Mitigated Negative Declaration, the City determines that the project requires an EIR, it shall prepare and circulate the Draft EIR for consultation and review and advise reviewers in writing that a proposed Negative Declaration or Mitigated Declaration had previously been circulated for the project.

(Reference: State CEQA Guidelines, § 15073.5.)

6.20 NOTICE OF DETERMINATION ON A PROJECT FOR WHICH A PROPOSED NEGATIVE OR MITIGATED NEGATIVE DECLARATION HAS BEEN APPROVED.

After final approval of a project for which a Negative Declaration or Mitigated Negative Declaration has been prepared, Staff shall cause to be prepared, filed, and posted a Notice of Determination (Form "F"). The Notice of Determination shall contain the following information:

(a) An identification of the project, including the project title as identified on the proposed Negative Declaration or Mitigated Negative Declaration, location, and the State Clearinghouse identification number for the proposed Negative Declaration or Mitigated Negative Declaration if the Notice of Determination is filed with the State Clearinghouse;
(b) For private projects, identification of the person undertaking a project that is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies or the identity of the person receiving a lease, permit, license, certificate, or other entitlement for use from one or more public agencies;
(c) A brief description of the project;
(d) The name of the City and the date on which the City approved the project;
(e) The determination of the City that the project will not have a significant effect on the environment;
(f) A statement that a Negative Declaration or Mitigated Negative Declaration was adopted pursuant to the provisions of CEQA;
(g) A statement indicating whether mitigation measures were made a condition of the approval of the project, and whether a mitigation monitoring plan/program was adopted; and
(h) The address where a copy of the Negative Declaration or Mitigated Negative Declaration may be examined.

The Notice of Determination shall be filed within five (5) working days of project approval with both (1) the Clerk of each county in which the project will be located; and (2) the State Clearinghouse in the OPR.

The City must also post the Notice of Determination on its website. Such electronic notice is in addition to the posting requirements of the State CEQA Guidelines and the Public Resources Code. The Clerk must post the Notice of Determination within twenty-four (24) hours of receipt. The Notice must be posted in the office of the Clerk for a minimum of thirty (30) days. Thereafter, the Clerk shall return the notice to the City with a notation of the period it was posted. The City shall retain the notice for not less than twelve (12) months.

For projects with more than one phase, Staff shall file a Notice of Determination for each phase requiring a discretionary approval.

The filing and posting of the Notice of Determination with the County Clerk, usually starts a thirty (30) day statute of limitations on court challenges to the approval under CEQA. When separate notices are filed for successive phases of the same overall project, the thirty (30) day statute of limitations to challenge the subsequent phase begins to run when the subsequent notice is filed. Failure to file the Notice may result in a one hundred eighty (180) day statute of limitations.

(Reference: State CEQA Guidelines, § 15075.)

6.21 ADDENDUM TO NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

The City may prepare an addendum to an adopted Negative Declaration or Mitigated Negative Declaration if only minor technical changes or additions are necessary. The City may also prepare an addendum to an adopted Negative Declaration or Mitigated Negative Declaration when none of the conditions calling for a subsequent Negative Declaration or Mitigated Negative Declaration have occurred. (See Local Guidelines Section 6.22 below.) An addendum need not be circulated for public review but can be attached to the adopted Negative Declaration or Mitigated Negative Declaration. The City shall consider the addendum with the adopted Negative Declaration or Mitigated Negative Declaration prior to project approval.

(Reference: State CEQA Guidelines, § 15164.)

6.22 SUBSEQUENT NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

When a Negative Declaration or Mitigated Negative Declaration has been adopted for a project, or when an EIR has been certified, no subsequent Negative Declaration, Mitigated Negative Declaration, or EIR shall be prepared for that project unless the Lead Agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(a) Substantial changes are proposed in the project which will require major revisions of the previous EIR, Negative Declaration, or Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(b) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR, Negative Declaration, or Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(c) New information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified or the Negative Declaration was adopted which shows any of the following:

    (1) The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration;

(2) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(3) Mitigation measure(s) or alternative(s) previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents declined to adopt the mitigation measure(s) or alternative(s); or

(4) Mitigation measure(s) or alternative(s) which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure(s) or alternative(s).

The City, as Lead Agency, would then determine whether a Subsequent EIR, Supplemental EIR, Subsequent Negative Declaration, Subsequent Mitigated Negative Declaration, or Addendum would be applicable. Subsequent Negative Declarations and Mitigated Negative Declarations must be given the same notice and public review period as other Negative Declarations. The Subsequent Negative Declaration shall state where the previous document is available and can be reviewed.

(Reference: State CEQA Guidelines, § 15162.)

6.23 PRIVATE PROJECT COSTS.

For private projects, the person or entity proposing to carry out the project shall bear all costs incurred by the City in preparing the Initial Study and in preparing and filing the Negative Declaration or Mitigated Negative Declaration and Notice of Determination.

6.24 FILING FEES FOR PROJECTS THAT AFFECT WILDLIFE RESOURCES.

At the time a Notice of Determination for a Negative Declaration or Mitigated Negative Declaration is filed with the County or Counties in which the project is located, a fee of $2,916.75, or the then applicable fee, shall be paid to the Clerk for projects that will adversely affect fish or wildlife resources. These fees are collected by the Clerk on behalf of DFW pursuant to Fish and Game Code section 711.4.

Only one filing fee is required for each project unless the project is tiered or phased and separate environmental documents are prepared. (Fish & Game Code section 711.4(g).) For projects where Responsible Agencies file separate Notices of Determination, only the Lead Agency is required to pay the fee.

Note: County Clerks are authorized to charge a documentary handling fee for each project in addition to the Fish and Game Code fees specified above. Refer to the Index in the Staff Summary to help determine the correct total amount of fees applicable to the project.

For private projects, the City may pass these costs on to the project applicant.

Fish and Game Code fees may be waived for projects with "no effect" on fish or wildlife resources or for certain projects undertaken by the DFW and implemented through a contract with a non-profit entity or local government agency; however, the Lead Agency must obtain a form showing that the DFW has determined that the project will have "no effect" on fish and wildlife. (Fish and Game Code section 711.4(c)(2)(A)). Projects that are statutorily or categorically exempt from CEQA are also not subject to the filing fee, and do not require a no effect determination. (State CEQA Guidelines sections 15260 through 15333; Fish and Game Code section 711.4(d)(1)). The applicable DFW Regional Office's environmental review and permitting staff are responsible for determining whether a project within their region will qualify for a no effect determination and if the CEQA filing fee will be waived.

The request should be submitted when the CEQA document is released for public review, or as early as possible in the public comment period. Documents submitted in digital format are preferred (e.g. compact disk). If insufficient documentation is submitted to DFW for the proposed project, a no effect determination will not be issued.

If the City believes that a project for which it is Lead Agency will have "no effect" on fish or wildlife resources, it should contact the appropriate DFW Regional Office. The project's CEQA document may need to be provided to the appropriate DFW Regional Office along with a written request. Documentation submitted to the appropriate DFW Regional Office should set forth facts in support of the fee exemption. Previous examples of projects that have qualified for a fee exemption include: minor zoning changes that did not lead to or allow new construction, grading, or other physical alterations to the environment; and minor modifications to existing structures, including addition of a second story to single or multi-family residences.

The fee exemption requirement that the project have "no" impact on fish or wildlife resources is more stringent than the former requirement that a project have only "de minimis" effects on fish or wildlife resources. DFW may determine that a project would have no effect on fish and wildlife if all of the following conditions apply:

- The project would not result in or have the potential to result in harm, harassment, or take of any fish and/or wildlife species.

- The project would not result in or have the potential to result in direct or indirect destruction, ground disturbance, or other modification of any habitat that may support fish and/or wildlife species.

- The project would not result in or have the potential to result in the removal of vegetation with potential to support wildlife.

- The project would not result in or have the potential to result in noise, vibration, dust, light, pollution, or an alteration in water quality that may affect fish and/or wildlife directly or from a distance.

- The project would not result in or have the potential to result in any interference with the movement of any fish and/or wildlife species.

Any request for a fee exemption should include the following information:

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(1) the name and address of the project proponent and applicant contact information;

(2) a brief description of the project and its location;

(3) site description and aerial and/or topographic map of the project site;

(4) State Clearinghouse number or county filing number;

(5) a statement that an Initial Study has been prepared by the City to evaluate the project's effects on fish and wildlife resources, if any; and

(6) a declaration that, based on the City's evaluation of potential adverse effects on fish and wildlife resources, the City believes the project will have no effect on fish or wildlife.

If insufficient documentation is submitted to DFW for the proposed project, a no effect determination will not be issued. (A sample Request for Fee Exemption is attached as Form "L".) DFW will review the City's finding, and if DFW agrees with the City's conclusions, DFW will provide the City with written confirmation. The City should retain DFW's determination as part of the administrative record; the City is required to file a copy of this determination with the County after project approval and at the time of filing of the Notice of Determination.

The City must have written confirmation of DFW's finding of "no impact" at the time the City files its Notice of Determination with the County. The County cannot accept the Notice of Determination unless it is accompanied by the appropriate fee or a written no effect determination from DFW.

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7. ENVIRONMENTAL IMPACT REPORT

7.01 DECISION TO PREPARE AN EIR.

An EIR shall be prepared whenever there is substantial evidence in light of the whole record which supports a fair argument that the project may have a significant effect on the environment. (See Local Guidelines Sections 11.65 and 11.71.) The record may include the Initial Study or other documents or studies prepared to assess the project's environmental impacts.

(Reference: Pub. Resources Code, § 21151.)

7.02 CONTRACTING FOR PREPARATION OF EIRS.

If an EIR is prepared under a contract with the City, the contract must be executed within forty-five (45) days from the date on which the City sends a Notice of Preparation. The City may take longer to execute the contract if the project applicant and the City mutually agree to an extension of the 45-day time limit. (Reference: Pub. Resources Code, § 21151.5.)

The EIR prepared under contract must be the City's product. Staff, together with such consultant help as may be required, shall independently review and analyze the EIR to verify its accuracy, objectivity and completeness prior to presenting it to the decision-making body. The EIR made available for public review must reflect the independent judgment of the City. Staff may require such information and data from the person or entity proposing to carry out the project as Staff deems necessary for completion of the EIR. Reference: State CEQA Guidelines, §§ 15084, 15090.)

7.03 NOTICE OF PREPARATION OF DRAFT EIR.

After determining that an EIR will be required for a proposed project, the Lead Agency shall prepare and submit a Notice of Preparation (Form "G") to the Office of Planning and Research through its CEQA Submit website and to each of the following:

(a) Each Responsible Agency and Trustee Agency involved with the project;
(b) Any other federal, state, or local agency which has jurisdiction by law or exercises authority over resources affected by the project, including:

(1) Any water supply agency consulted under Local Guidelines Section 5.16;

(2) Any city or county bordering on the project area;

(3) For a project of statewide, regional, or area-wide significance, to any transportation agencies or public agencies which have major local arterials or public transit facilities within five (5) miles of the project site or freeways, highways, or rail transit service within ten (10) miles of the project site which could be affected by the project; and

(4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, the California Department of Water Resources;

(c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
(d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria in Local Guidelines Section 7.04, the specified military services contact;
(e) For certain projects that involve the construction or alteration of a facility anticipated to emit hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 7.36, any potentially affected school district;
(f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (See also Local Guidelines Section 7.27), the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
(g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

Additionally, for a project of statewide, regional, or area-wide significance, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project.

The Notice of Preparation must also be filed and posted in the office of the Clerk in each county in which the project is located for thirty (30) days. The County Clerk must post the Notice within twenty-four (24) hours of receipt.

When submitting the Notice of Preparation to OPR, a Notice of Completion (Form "H") should be used as a cover sheet. Responsible and Trustee Agencies, the State Clearinghouse, and the state agencies contacted by the State Clearinghouse have thirty (30) days to respond to the Notice of Preparation in writing via certified mail, email, or an equivalent procedure. Agencies that do not respond within thirty (30) days shall be deemed not to have any comments on the Notice of Preparation.

At a minimum, the Notice of Preparation shall include:

(a) A description of the project;
(b) The location of the project indicated either on an attached map (preferably a copy of the USGS 15' or 7½' topographical map identified by quadrangle name) or by a street address and cross street in an urbanized area;
(c) The probable environmental effects of the project;
(d) The name and address of the consulting firm retained to prepare the Draft EIR, if applicable; and
(e) The Environmental Protection Agency ("EPA") list on which the proposed site is located, if applicable, and the corresponding information from the applicant's statement. (See Local Guidelines Section 2.05.)

(Reference: Pub. Resources Code, § 21080.4; State CEQA Guidelines, § 15082.)

7.04 SPECIAL NOTICE REQUIREMENTS FOR AFFECTED MILITARY AGENCIES

CEQA imposes additional requirements to provide notice to potentially affected military agencies when:

(a) A "military service" (defined in Section 11.42 of these Local Guidelines) has provided the City with its contact office and address and notified the City of the specific boundaries of a "low-level flight path" (defined in Section 11.37 of these Local Guidelines), "military impact zone" (defined in Section 11.41 of these Local Guidelines), or "special use airspace" (defined in Section 11.67 of these Local Guidelines); and

(b) The project meets one of the following criteria:

(1) The project is within the boundaries specified pursuant to subsection (a) of this guideline;

(2) The project includes a general plan amendment;

(3) The project is of statewide, regional, or area-wide significance; or

(4) The project relates to a public use airport or certain lands surrounding a public use airport.

When a project meets these requirements, the City must provide the military service's designated contact with any Notice of Preparation, and/or Notice of Availability of Draft EIRs that have been prepared for a project, unless the project involves the remediation of lands contaminated with hazardous wastes and meets certain other requirements. (See Public Resources Code sections 21080.4 and 21092 and Health and Safety Code sections 25300, et seq.; 25396; and 25187.)

The City must provide the military service with sufficient notice of its intent to certify an EIR to ensure that the military service has no fewer than thirty (30) days to review the document; or forty-five (45) days to review the environmental documents before they are approved if the documents have been submitted to the State Clearinghouse.

It should be noted that the effect, or potential effect, a project may have on military activities does not itself constitute an adverse effect on the environment pursuant to CEQA.

(Reference: Pub. Resources Code, §§ 21080.4, 21092; Health & Safety Code, §§ 25300, et seq., 25396, 25187; State CEQA Guidelines, § 15082(a).)

7.05 ENVIRONMENTAL LEADERSHIP DEVELOPMENT PROJECT.

Under certain circumstances, a project applicant may choose to apply to the Governor of the State of California to have the project certified as an Environmental Leadership Development Project. A project may qualify as an Environmental Leadership Development Project if it is one of the following:

(1) A residential, retail, commercial, sports, cultural, entertainment, or recreational use project that meets the following standards:

- The project is certified as Leadership in Energy and Environmental Design (LEED) gold or better by the United States Green Building Council; and

- The project, where applicable, achieves a 15 percent greater standard for transportation efficiency than comparable projects; and

- The project is located on an infill site; and

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

(2) A clean renewable energy project that generates electricity exclusively through wind or solar, but not including waste incineration or conversion.

(3) A clean energy manufacturing project that manufactures products, equipment, or components used for renewable energy generation, energy efficiency, or for the production of clean alternative fuel vehicles.

(4) A housing development project—i.e., a project that entails either residential units only; mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use; or transitional housing or supportive housing—that meets all of the following conditions:

- The housing development project is located on an infill site.

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

- Notwithstanding paragraph (1) of subdivision (a) of Section 21183, the housing development project will result in a minimum investment of fifteen million

dollars ($15,000,000), but less than one hundred million dollars ($100,000,000), in California upon completion of construction.

- At least 15 percent of the housing development project is dedicated as housing that is affordable to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Upon completion of a housing development project that is qualified under this paragraph and is certified by the Governor, the lead agency or applicant of the project shall notify the Office of Planning and Research of the number of housing units and affordable housing units established by the project. Notwithstanding the foregoing, if a local agency has adopted an inclusionary zoning ordinance that establishes a minimum percentage for affordable housing within the jurisdiction in which the housing development project is located that is higher than 15 percent, the percentage specified in the inclusionary zoning ordinance shall be the threshold for affordable housing.

- Except for use as a residential hotel, as defined in Section 50519 of the Health and Safety Code, no part of the housing development project shall be used for a rental unit for a term shorter than 30 days, or designated for hotel, motel, bed and breakfast inn, or other transient lodging use. Moreover, no part of the housing development project shall be used for manufacturing or industrial uses.

The Governor may certify a leadership project for streamlining before the lead agency certifies an EIR for the project if various conditions set forth in Public Resources Code section 21182 are met. The conditions include but are not limited to the following: (1) except as set forth above, the project will result in a minimum investment of one hundred million dollars ($100,000,000) in California upon completion of construction; (2) the project creates high-wage, highly skilled jobs that pay prevailing wages and living wages, provide construction jobs and permanent jobs for Californians, helps reduce unemployment, and promotes apprenticeship training; and (3) the project will not result in any net additional emission of greenhouse gases, including greenhouse gas emissions from employee transportation.

If the Governor certifies a project as an Environmental Leadership Development Project, any lawsuit challenging the project—including any potential appeals to the court of appeal or the California Supreme Court—must be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the trial court.

This section shall remain in effect until January 1, 2026. This section does not comprehensively set forth the rules governing Environmental Leadership Development projects. For more information, please see Chapter 6.5 of the Public Resources Code, starting with Public Resources Code section 21178.

7.06 PREPARATION OF DRAFT EIR.

The Lead Agency is responsible for preparing a Draft EIR. The Lead Agency may begin preparation of the Draft EIR without awaiting responses to the Notice of Preparation. However,

information communicated to the Lead Agency not later than thirty (30) days after receipt of the Notice of Preparation shall be included in the Draft EIR.

(Reference: State CEQA Guidelines, § 15084.)

7.07 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES.

Prior to the release of a Draft EIR for a project, the Lead Agency shall begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if:

(a) The California Native American tribe requested to the Lead Agency, in writing, to be informed by the Lead Agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe; and

(b) The California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. The California Native American tribe shall designate a lead contact person when responding to the Lead Agency. If a lead contact is not designated by the California Native American tribe, or if it designates multiple lead contact people, the Lead Agency shall defer to the individuals listed on the contact list maintained by the Native American Heritage Commission. Consultation is defined in Local Guidelines Section 11.12.

To expedite the requirements of this section, the Native American Heritage Commission shall assist the Lead Agency in identifying the California American Native tribes that are traditionally and culturally affiliated with the project area.

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the Lead Agency shall provide formal notification to the designated contact of, or a trial representative of, traditionally and culturally affiliated California Native America tribes that have requested notice, which shall be accomplished by at least one written notification that includes a brief description of the proposed project and its location, the Lead Agency contact information, and a notification that the California Native American tribe has 30 days to request consultation.

The Lead Agency shall begin the consultation process within 30 days of receiving a California Native American tribe's request for consultation.

If consultation is requested, the parties may propose mitigation measures, including those set forth in Public Resources Code section 21084.3, capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource. The consultation may include discussion concerning the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and, if necessary, project alternatives or the appropriate measures for preservation or mitigation that the California Native American tribe may recommend to the lead agency.

The consultation shall be considered concluded when either of the following occurs:

(1) The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource.

(2) A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

The California Native American tribe is not limited in its ability to submit information to the Lead Agency regarding the significance of the tribal cultural resources, the significance of the project's impact on tribal cultural resources, or any appropriate measures to mitigate the impacts. Additionally, the Lead Agency or project proponent is not limited in its ability to incorporate changes and additions to the project as a result of the consultation, even if not legally required.

(Reference: Pub. Resources Code, §§ 21080.3.1, 21080.3.2.)

7.08 IDENTIFICATION OF TRIBAL CULTURAL RESOURCES AND PROCESSING OF INFORMATION AFTER CONSULTATION WITH THE CALIFORNIA NATIVE AMERICAN TRIBE

After consultation with the California Native American tribe listed above in Local Guidelines Section 7.07, any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code section 21080.3.2 shall be recommended for inclusion in the EIR and in an adopted mitigation monitoring and reporting program, if the mitigation measures are determined to avoid or lessen the proposed project’s impacts on tribal cultural resources, and if the mitigation measures are enforceable.

If a project may have a significant impact on a tribal cultural resource, the Lead Agency's EIR shall discuss both of the following:

(a) Whether the proposed project has a significant impact on an identified tribal cultural resource;

(b) Whether feasible alternatives or mitigation measures, including those measures that may be agreed to during the consultation, avoid or substantially lessen the impact on the identified tribal cultural resource.

Any information provided regarding the location, description and use of the tribal cultural resource that is submitted by a California Native American tribe during the environmental review process shall not be included in the EIR or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code section 7927.005 and State CEQA Guidelines section 15120(d), without the prior consent of the tribe that provided the information. If the Lead Agency publishes any information submitted by a California Native American tribe during the consultation or environmental review process, that information shall be published in a confidential appendix to the EIR unless the tribe provides consent, in writing, to the disclosure of some or all of the information to the public. This does not prohibit the confidential exchange of the submitted information between public agencies that have lawful jurisdiction over the preparation of the EIR.

The exchange of confidential information regarding tribal cultural resources submitted by a California Native American tribe during the consultation or environmental review process among the Lead Agency, the California Native American tribe, the project applicant, or the project applicant's agent is not prohibited by Public Resources Code section 21082.3. The project applicant and the project applicant's legal advisers must use a reasonable degree of care and maintain the confidentiality of the information exchanged for the purposes of preventing looting, vandalism, or damage to tribal cultural resources and shall not disclose to a third party confidential information regarding the cultural resource unless the California Native American tribe providing the information consents in writing to the public disclosure of such information.

Public Resources Code section 21082.3 does not prevent a Lead Agency or other public agency from describing the information in general terms in the EIR so as to inform the public of the basis of the Lead Agency's or other public agency's decision without breaching the confidentiality required. In addition, a Lead Agency may certify an EIR for a project with a significant impact on an identified tribal cultural resource only if one of the following occurs:

(a) The consultation process between the California Native American tribe and the Lead Agency has occurred as provided in Public Resources Code sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2.

(b) The California Native American tribe has requested consultation pursuant to Public Resources Code section 21080.3.1 and has failed to provide comments to the Lead Agency, or otherwise failed to engage, in the consultation process.

(c) The Lead Agency has complied with subdivision (d) of Section 21080.3.1 of the Public Resources Code and the California Native American tribe has failed to request consultation within 30 days.

If substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource but the decision-makers do not include the mitigation measures recommended by the staff in the Draft EIR, or if there are no agreed upon mitigation measures at the conclusion of the consultation, or if no consultation has occurred, the Lead Agency must still consider the adoption of feasible mitigation.

(Reference: Pub. Resources Code, § 21082.3.)

7.09 SIGNIFICANT ADVERSE IMPACTS TO TRIBAL CULTURAL RESOURCES

Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. If the Lead Agency determines that a project may cause a substantial adverse change to a tribal cultural resource, and measures are not otherwise identified in the consultation process provided in Public Resources Code section 21080.3.2 as set forth in Local Guidelines Section 7.07, the following examples of mitigation measures, if feasible, may be considered to avoid or minimize the significant adverse impacts:

(a) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural

context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.

(b) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to the following:

(1) Protecting the cultural character and integrity of the resource.

(2) Protecting the traditional use of the resource.

(3) Protecting the confidentiality of the resource.

(c) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.

(d) Protecting the resource.

(Reference: Pub. Resources Code, § 21084.3.)

7.10 CONSULTATION WITH OTHER AGENCIES AND PERSONS.

To expedite consultation in response to the Notice of Preparation, the Lead Agency, a Responsible Agency, or a project applicant may request a meeting among the agencies involved to assist in determining the scope and content of the environmental information that the involved agencies may require. For any project that may affect highways or other facilities under the jurisdiction of the State Department of Transportation, the Department of Transportation can request a scoping meeting. When acting as Lead Agency, the City must convene the meeting as soon as possible but no later than thirty (30) days after a request is made. When acting as a Responsible Agency, the City should make any requests for consultation as soon as possible after receiving a Notice of Preparation.

Prior to completion of the Draft EIR, the Lead Agency shall consult with each Responsible Agency and any public agency that has jurisdiction by law over the project.

When acting as a Lead Agency, the City may fulfill this obligation by distributing the Notice of Preparation in compliance with Local Guidelines Section 7.03 and soliciting the comments of Responsible Agencies, Trustee Agencies, and other affected agencies. The City may also consult with any individual who has special expertise with respect to any environmental impacts involved with a project. The City may also consult directly with any person or organization it believes will be concerned with the environmental effects of the project, including any interested individuals and organizations of which the City is reasonably aware. The purpose of this consultation is to "scope" the EIR's range of analysis. When a Negative Declaration or Mitigated Negative Declaration will be prepared for a project, no scoping meeting need be held, although the City may hold one if it so chooses. For private projects, the City as Lead Agency may charge and collect from the applicant a fee not to exceed the actual cost of the consultations.

In addition to soliciting comments on the Notice of Preparation, the Lead Agency may be required to conduct a scoping meeting to gather additional input regarding the impacts to be analyzed in the EIR. The Lead Agency is required to conduct a scoping meeting when:

(a) The meeting is requested by a Responsible Agency, a Trustee Agency, OPR, or a project applicant;
(b) The project is one of "statewide, regional or area wide significance" as defined in State CEQA Guidelines section 15206; or
(c) The project may affect highways or other facilities under the jurisdiction of the State Department of Transportation, and the Department of Transportation has requested a scoping meeting.

When acting as Lead Agency, the City shall provide notice of the scoping meeting to all of the following:

(a) Any county or city that borders on a county or city within which the project is located, unless the City has a specific agreement to the contrary with that county or city;
(b) Any Responsible Agency;
(c) Any public agency that has jurisdiction by law over the project;
(d) A transportation planning agency, or any public agency that has transportation facilities within its jurisdiction, that could be affected by the project; and
(e) Any organization or individual who has filed a written request for the notice.

The requirement for providing notice of a scoping meeting may be met by including the notice of the public scoping meeting in the public meeting notice.

Government Code section 65352 requires that before a legislative body may adopt or substantially amend a general plan, the planning agency must refer the proposed action to any city or county, within or abutting the area covered by the proposal, and any special district that may be significantly affected by the proposed action. CEQA allows that referral procedure to be conducted concurrently with the scoping meeting required pursuant to this section of the Local CEQA Guidelines.

For projects that are also subject to NEPA, a scoping meeting held pursuant to NEPA satisfies the CEQA scoping requirement as long as notice is provided to the agencies and individuals listed above, and in accordance with these Local Guidelines. (See Local Guideline 5.04 for a discussion of NEPA.)

The City shall call the scoping meeting as soon as possible but not later than 30 days after the meeting was requested. If the scoping meeting is being conducted concurrently with the procedure in Government Code section 65352 for the consideration of adoption or amendment of general plans, each entity receiving a proposed general plan or amendment of a general plan should have 45 days from the date the referring agency mails it or delivers it in which to comment unless a longer period is specified. The commenting entity may submit its comments at the scoping meeting.

A Responsible Agency or other public agency shall only make comments regarding those activities that are within its area of expertise or that are required to be carried out or approved by

the Responsible Agency. These comments must be supported by specific documentation. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

For projects of statewide, area-wide, or regional significance, consultation with transportation planning agencies or with public agencies that have transportation facilities within their jurisdictions shall be for the purpose of obtaining information concerning the project's effect on major local arterials, public transit, freeways, highways, overpasses, on-ramps, off-ramps, and rail transit services. Moreover, the Lead Agency should also consult with public transit agencies with facilities within one-half mile of the proposed project. Any transportation planning agency or public agency that provides information to the Lead Agency must be notified of, and provided with, copies of any environmental documents relating to the project.

(Reference: State CEQA Guidelines, §§ 15082, 15083.)

7.11 EARLY CONSULTATION ON PROJECTS INVOLVING PERMIT ISSUANCE.

When the project involves the issuance of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies, the City, upon request of the applicant, shall meet with the applicant regarding the range of actions, potential alternatives, mitigation measures and significant effects to be analyzed in depth in the EIR. The City may also consult with concerned persons identified by the applicant and persons who have made written requests to be consulted. Such requests for early consultation must be made not later than thirty (30) days after the City's decision to prepare an EIR.

7.12 CONSULTATION WITH WATER AGENCIES REGARDING LARGE DEVELOPMENT PROJECTS.

For certain development projects, cities and counties must consult with water agencies. If the City is a water provider for the project, the city or county may request consultation with the City. (See Local Guidelines Sections 5.16 and 5.17 for more information on these requirements.)

(Reference: State CEQA Guidelines, § 15155.)

7.13 AIRPORT LAND USE PLAN.

When the City prepares an EIR for a project within the boundaries of a comprehensive airport land use plan, or, if such a plan has not been adopted, for a project within two (2) nautical miles of a public airport or public use airport, the City shall utilize the Airport Land Use Planning Handbook published by Caltrans' Division of Aeronautics to assist in the preparation of the EIR relative to potential airport or related safety hazards and noise problems.

(Reference: State CEQA Guidelines, § 15154.)

7.14 GENERAL ASPECTS OF AN EIR.

Both a Draft and Final EIR must contain the information outlined in Local Guidelines Sections 7.17 and 7.18. Each element must be covered, and when elements are not separated into distinct sections, the document must state where in the document each element is covered.

The body of the EIR shall include summarized technical data, maps, diagrams and similar relevant information. Highly technical and specialized analyses and data should be included in appendices. Appendices may be prepared in separate volumes, but must be equally available to the public for examination. All documents used in preparation of the EIR must be referenced. An EIR shall not include "trade secrets," locations of archaeological sites and sacred lands, or any other information subject to the disclosure restrictions of the Public Records Act (Government Code section 7920.000, et seq.).

The EIR should discuss environmental effects in proportion to their severity and probability of occurrence. Effects dismissed in the Initial Study as clearly insignificant and unlikely to occur need not be discussed.

The Initial Study should be used to focus the EIR so that the EIR identifies and discusses only the specific environmental problems or aspects of the project that have been identified as potentially significant or important. A copy of the Initial Study should be attached to the EIR or included in the administrative record to provide a basis for limiting the impacts discussed.

The EIR shall contain a statement briefly indicating the reason for determining that various effects of a project that could possibly be considered significant were not found to be significant and consequently were not discussed in detail in the EIR. The City should also note any conclusion by it that a particular impact is too speculative for evaluation.

The EIR should omit unnecessary descriptions of projects and emphasize feasible mitigation measures and alternatives to projects.

7.15 USE OF REGISTERED CONSULTANTS IN PREPARING EIRS.

An EIR is not a technical document that can be prepared only by a registered consultant or professional. However, state statutes may provide that only registered professionals can prepare certain technical studies that will be used in an EIR, or that will control the detailed design, construction, or operation of the proposed project and that will be prepared in support of an EIR.

(Reference: State CEQA Guidelines, § 15149.)

7.16 INCORPORATION BY REFERENCE.

An EIR, Negative Declaration, or Mitigated Negative Declaration may incorporate by reference all or portions of another document that is a matter of public record or is generally available to the public. Any incorporated document shall be considered to be set forth in full as part of the text of the environmental document. When all or part of another document is incorporated by reference, that document shall be made available to the public for inspection at

the City's offices. The environmental document shall state where incorporated documents will be available for inspection.

When incorporation by reference is used, the incorporated part of the referenced document shall be briefly summarized, if possible, or briefly described if the data or information cannot be summarized. The relationship between the incorporated document and the EIR, Negative Declaration, or Mitigated Negative Declaration shall be described. When information from an environmental document that has previously been reviewed through the state review system ("State Clearinghouse") is incorporated by the City, the state identification number of the incorporated document should be included in the summary or text of the EIR.

(Reference: State CEQA Guidelines, § 15150.)

7.17 STANDARDS FOR ADEQUACY OF AN EIR.

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information that enables them to make a decision that takes into account the environmental consequences of the project. The evaluation of environmental effects need not be exhaustive, but must be within the scope of what is reasonably feasible. The EIR should be written and presented in such a way that it can be understood by governmental decision-makers and members of the public. A good faith effort at completeness is necessary. The adequacy of an EIR is assessed in terms of what is reasonable in light of factors such as the magnitude of the project at issue, the severity of its likely environmental impacts, and the geographic scope of the project. CEQA does not require a Lead Agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters, but CEQA does require the Lead Agency to make a good faith, reasoned response to timely comments raising significant environmental issues.

There is no need to unreasonably delay adoption of an EIR in order to include results of studies in progress, even if those studies will shed some additional light on subjects related to the project.

(Reference: State CEQA Guidelines, § 15151.)

7.18 FORM AND CONTENT OF EIR.

The text of the EIR should normally be less than 150 pages. For proposals of unusual scope or complexity, the EIR may be longer than 150 pages but should normally be less than 300 pages. The required contents of an EIR are set forth in Sections 15122 through 15132 of the State CEQA Guidelines. In brief, the EIR must contain:

(a) A table of contents or an index;
(b) A brief summary of the proposed project, including each significant effect with proposed mitigation measures and alternatives, areas of known controversy and issues to be resolved including the choice among alternatives, how to mitigate the significant effects and whether there are any significant and unavoidable impacts (generally, the summary should be less than fifteen (15) pages);

(c) A description of the proposed project, including its underlying purpose and a list of permit and other approvals required to implement the project (see Local Guidelines Section 7.24 regarding analysis of future project expansion);

(d) A description of the environmental setting, which includes the project's physical environmental conditions from both a local and regional perspective at the time the Notice of Preparation is published, or if no Notice of Preparation is published, at the time environmental analysis begins. (State CEQA Guidelines section 15125.) This environmental setting will normally constitute the baseline physical conditions by which the Lead Agency determines whether an impact is significant. However, the City, when acting as Lead Agency, may choose any baseline that is appropriate as long as the City's choice of baseline is supported by substantial evidence;

(e) A discussion of any inconsistencies between the proposed project and applicable general, specific and regional plans. Such plans include, but are not limited to, the applicable air quality attainment or maintenance plan or State Implementation Plan, area-wide waste treatment and water quality control plans, regional transportation plans, regional housing allocation, regional blueprint plans, plans for the reduction of greenhouse gas emissions, habitat conservation plans, natural community conservation plans and regional land use plans;

(f) A description of the direct and indirect significant environmental impacts of the proposed project explaining which, if any, can be avoided or mitigated to a level of insignificance, indicating reasons that various possible significant effects were determined not to be significant and denoting any significant effects that are unavoidable or could not be mitigated to a level of insignificance. Direct and indirect significant effects shall be clearly identified and described, giving due consideration to both short-term and long-term effects;

(g) Potentially significant energy implications of a project must be considered to the extent relevant and applicable to the project (see Local Guidelines Section 5.20);

(h) An analysis of a range of alternatives to the proposed project that could feasibly attain the project's objectives as discussed in Local Guidelines Section 7.23;

(i) A description of any significant irreversible environmental changes that would be involved in the proposed action should it be implemented if, and only if, the EIR is being prepared in connection with:

(1) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

(2) The adoption by a Local Agency Formation Commission of a resolution making determinations; or

(3) A project that will be subject to the requirement for preparing an Environmental Impact Statement pursuant to NEPA;

(j) An analysis of the growth-inducing impacts of the proposed action. The discussion should include ways in which the project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Growth-inducing impacts may include the estimated energy consumption of growth induced by the project;

(k) A discussion of any significant, reasonably anticipated future developments and the cumulative effects of all proposed and anticipated action as discussed in Local Guidelines Section 7.24;

(l) In certain situations, a regional analysis should be completed for certain impacts, such as air quality;

(m) A discussion of any economic or social effects, to the extent that they cause, or may be used to determine, significant environmental impacts;

(n) A statement briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and, therefore, were not discussed in the EIR;

(o) The identity of all federal, state or local agencies or other organizations and private individuals consulted in preparing the EIR, and the identity of the persons, firm or agency preparing the EIR, by contract or other authorization. To the fullest extent possible, the City should integrate CEQA review with these related environmental review and consultation requirements;

(p) A discussion of those potential effects of the proposed project on the environment that the City has determined are or may be significant. The discussion on other effects may be limited to a brief explanation as to why those effects are not potentially significant; and

(q) A description of feasible measures, as set forth in Local Guidelines Section 7.22, which could minimize significant adverse impacts.

(Reference: State CEQA Guidelines, §§ 15120-15148.)

7.19 CONSIDERATION AND DISCUSSION OF SIGNIFICANT ENVIRONMENTAL IMPACTS.

An EIR must identify and focus on the significant effects of the proposed project on the environment. In assessing the proposed project's potential impacts on the environment, the City should normally limit its examination to comparing changes that would result from the project as compared to the existing physical conditions in the affected area as they exist when the Notice of Preparation is published. If a Notice of Preparation is not published for the project, the City should compare the proposed project's potential impacts to the physical conditions that exist at the time environmental review begins. Direct and indirect significant effects of the project on the environment must be clearly identified and described, considering both the short-term and long-term effects. The discussion should include relevant specifics of the area, the resources involved, physical changes, alterations to ecological systems, and changes induced in population distribution, population concentration, the human use of the land (including commercial and residential development), health and safety problems caused by the physical changes, and other aspects of the project that may impact resources in the project area, such as water, historical resources, scenic quality, and public services. The EIR must also analyze any significant environmental effects the project might cause or risk exacerbating by bringing development and people into the area. If applicable, an EIR should also evaluate any potentially significant direct, indirect, or cumulative environmental impacts of locating development in areas susceptible to hazardous conditions (e.g., floodplains, coastlines, wildfire risk areas), including both short-term and long-term conditions, as identified on authoritative hazard maps, risk assessments or in land use plans addressing such hazards areas.

If analysis of the project's energy use reveals that the project may result in significant environmental effects due to wasteful, inefficient, or unnecessary use of energy, or wasteful use

of energy resources, the EIR shall mitigate that energy use. This analysis should include the project's energy use for all project phases and components, including transportation-related energy, during construction and operation. In addition to building code compliance, other relevant considerations may include, among others, the project's size, location, orientation, equipment use and any renewable energy features that could be incorporated into the project. This analysis is subject to the rule of reason and shall focus on energy use that is caused by the project. This analysis may be included in related analyses of air quality, greenhouse gas emissions, transportation or utilities in the discretion of the Lead Agency.

The EIR must describe all significant impacts, including those that can be mitigated but not reduced to a level of insignificance. Where there are impacts that cannot be alleviated without imposing an alternative design, their implications and the reasons why the project is being proposed, notwithstanding their effect, should be described.

The EIR must also discuss any significant irreversible environmental changes that would be caused by the project. For example, use of nonrenewable resources during the initial and continued phases of a project may be irreversible if a large commitment of such resources makes removal or nonuse thereafter unlikely. Additionally, the discussion of irreversible commitment of resources may include a discussion of how the project preempts future energy development or future energy conservation. Irretrievable commitments of resources to the proposed project should be evaluated to assure that such current consumption is justified.

(Reference: Pub. Resources Code, § 21100.)

7.20 ENVIRONMENTAL SETTING

An EIR must include a description of the physical environmental conditions in the vicinity of the project. This environmental setting will normally constitute the baseline physical conditions by which the Lead Agency determines whether an impact is significant. The description of the environmental setting shall be no longer than is necessary to provide an understanding of the significant effects of the proposed project and its alternatives. The purpose of this requirement is to give the public and decision makers the most accurate and understandable picture practically possible of the project's likely near-term and long-term impacts.

(1) Generally, the Lead Agency should describe physical environmental conditions as they exist at the time the Notice of Preparation is published, or if no Notice of Preparation is published, at the time environmental analysis is commenced, from both a local and regional perspective. Where existing conditions change or fluctuate over time, and where necessary to provide the most accurate picture practically possible of the project's impacts, the Lead Agency may define existing conditions by referencing historic conditions, or conditions expected when the project becomes operational, or both, that are supported with substantial evidence. In addition, the Lead Agency may also use baselines consisting of both existing conditions and projected future conditions that are supported by reliable projections based on substantial evidence in the record.

(2) The Lead Agency may use projected future conditions (beyond the date of project operations) as the sole baseline for analysis only if it demonstrates with substantial evidence that use of existing conditions would be either misleading or without informative value to decision-

makers and the public. Use of projected future conditions as the only baseline must be supported by reliable projections based on substantial evidence in the record.

(3) An existing conditions baseline shall not include hypothetical conditions—such as those that might be allowed, but have never actually occurred, under existing permits or plans—as the baseline.

(State CEQA Guidelines, § 15125.)

7.21 ANALYSIS OF CUMULATIVE IMPACTS.

An EIR must discuss cumulative impacts when the project's incremental effect is "cumulatively considerable" as defined in Local Guidelines Section 11.14. When the City is examining a project with an incremental effect that is not "cumulatively considerable," it need not consider that effect significant, but must briefly describe the basis for this conclusion. A project's contribution may be less than cumulatively considerable if the project is required to implement or fund its fair share of a mitigation measure designed to alleviate the cumulative impact. When relying on a fee program or mitigation measure(s), the City must identify facts and analysis supporting its conclusion that the cumulative impact is less than significant.

The City may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program that provides specific requirements that will avoid or substantially lessen the cumulative problem in the geographic area in which the project is located. Such plans and programs may include, but are not limited to:

(1) Water quality control plans;

(2) Air quality attainment or maintenance plans;

(3) Integrated waste management plans;

(4) Habitat conservation plans;

(5) Natural community conservation plans; and/or

(6) Plans or regulations for the reduction of greenhouse gas emissions.

When relying on such a regulation, plan, or program, the City should explain how implementing the particular requirements of the plan, regulation or program will ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable.

A cumulative impact consists of an impact that is created as a result of the combination of the project evaluated in the EIR together with other projects causing related impacts. An EIR should not discuss impacts that do not result in part from the project evaluated in the EIR.

The discussion of cumulative impacts in an EIR must focus on the cumulative impacts to which the identified other projects contribute, rather than on the attributes of other projects that do

not contribute to the cumulative impact. The discussion of significant cumulative impacts must include either of the following:

(1) A list of past, present, and probable future projects causing related or cumulative impacts including, if necessary, those projects outside the control of the City; or

(2) A summary of projections contained in an adopted local, regional or statewide plan, or related planning document, that describes or evaluates conditions contributing to the cumulative effect. Such plans may include: a general plan, regional transportation plan, or a plan for the reduction of greenhouse gas emissions. A summary of projections may also be contained in an adopted or certified prior environmental document for such a plan. Such projections may be supplemented with additional information such as a regional modeling program. Documents used in creating a summary of projections must be referenced and made available to the public.

When utilizing a list, as suggested above, factors to consider when determining whether to include a related project should include the nature of each environmental resource being examined and the location and type of project. Location may be important, for example, when water quality impacts are involved since projects outside the watershed would probably not contribute to a cumulative effect. Project type may be important, for example, when the impact is specialized, such as a particular air pollutant or mode of traffic.

Public Resources Code section 21094 also states that if a Lead Agency determines that a cumulative effect has been adequately addressed in an earlier EIR, it need not be examined in a later EIR if the later project's incremental contribution to the cumulative effect is not cumulatively considerable. A cumulative effect has been adequately addressed in the prior EIR if:

(1) it has been mitigated or avoided as a result of the prior EIR; or

(2) the cumulative effect has been examined in a sufficient level of detail to enable the effect to be mitigated or avoided by site-specific revisions, the imposition of conditions, or other means in connection with the approval of the later project.

Public Resources Code section 21094 only applies to earlier projects that (1) are consistent with the program, plan, policy, or ordinance for which an environmental impact report has been prepared and certified, (2) are consistent with applicable local land use plans and zoning of the city, county, or city and county in which the later project would be located and (3) are not subject to Public Resources Code section 21166.

If the Lead Agency determines that the cumulative effect has been adequately addressed in a prior EIR, the Lead Agency should clearly explain the basis for its determination in the current environmental documentation for the project.

The City should define the geographic scope of the area affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used.

(Reference: State CEQA Guidelines, § 15130.)

7.22 ANALYSIS OF MITIGATION MEASURES.

The discussion of mitigation measures in an EIR must distinguish between measures proposed by project proponents and other measures proposed by Lead, Responsible or Trustee Agencies. This discussion shall identify mitigation measures for each significant environmental effect identified in the EIR.

Where several measures are available to mitigate an impact, each should be disclosed and the basis for selecting a particular measure should be identified. Formulation of mitigation measures shall not be deferred until some future time The specific details of a mitigation measure, however, may be developed after project approval when it is impractical or infeasible to include those details during the project's environmental review provided that the Lead Agency (1) commits itself to the mitigation, (2) adopts specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard and that will be considered, analyzed, and potentially incorporated in the mitigation measure. Compliance with a regulatory permit or other similar process may be identified as mitigation if compliance would result in implementation of measures that would be reasonably expected, based on substantial evidence in the record, to reduce the significant impact to the specified performance standards.

If a mitigation measure would cause one or more significant effects in addition to those that would be caused by the project as proposed, the effects of the mitigation measure shall be disclosed but in less detail than the significant effects of the project itself.

If a project includes a housing development, the City may not reduce the project's proposed number of housing units as a mitigation measure or project alternative if the City determines that there is another feasible specific mitigation measure or project alternative that would provide a comparable level of mitigation without reducing the number of housing units.

Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally binding instruments. In the case of the adoption of a plan, policy, regulation, or other public project, mitigation measures can be incorporated into the plan, policy, regulation, or project design. Mitigation measures must also be consistent with all applicable constitutional requirements such as the "nexus" and "rough proportionality" standards—i.e., there must be an essential nexus between the mitigation measure and a legitimate governmental interest, and the mitigation measure must be "roughly proportional" to the impacts of the project.

Where maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of a historical resource will be conducted in a manner consistent with the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings" (1995), Weeks and Grimmer, the project's impact on the historical resource shall generally be considered mitigated below a level of significance and thus not significant.

The City should, whenever feasible, seek to avoid damaging effects on any historical resource of an archaeological nature. The following must be considered and discussed in an EIR for a project involving an archaeological site:

(a) Preservation in place is the preferred manner of mitigating impacts to archaeological sites; and

(b) Preservation in place may be accomplished by, but is not limited to, the following:

(1) Planning construction to avoid archaeological sites;

(2) Incorporation of sites within parks, green space, or other open spaces;

(3) Covering the archaeological sites with a layer of chemically stable soil before building tennis courts, parking lots, or similar facilities on the site; and/or

(4) Deeding the site into a permanent conservation easement.

When data recovery through excavation is the only feasible mitigation, a data recovery plan, which makes provision for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to excavation. Such studies must be deposited with the California Historical Resources Regional Information Center.

Data recovery shall not be required for a historical resource if the City determines that existing testing or studies have adequately recovered the scientifically consequential information from and about the archaeological or historical resource, provided that the determination is documented in the EIR and that the studies are deposited with the California Historical Resources Regional Information Center.

(Reference: State CEQA Guidelines, § 15126.4.)

7.23 ANALYSIS OF ALTERNATIVES IN AN EIR.

The alternatives analysis must describe and evaluate the comparative merits of a range of reasonable alternatives to the project or to the location of the project which would feasibly attain most of the basic objectives of the project, but which would avoid or substantially lessen any of the significant effects of the project. An EIR need not consider every conceivable alternative to a project, and it need not consider alternatives that are infeasible. Rather, an EIR must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation.

Purpose of the Alternatives Analysis: An EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment. For this reason, a discussion of alternatives must focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effect of the project, even if these alternatives would impede to some degree the attainment of the project objectives or would be more costly.

Selection of a Range of Reasonable Alternatives: The range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant effects, even if those alternatives would be more costly or would impede to some degree the attainment of the project's objectives. The EIR should briefly describe the rationale for selecting the alternatives to

be discussed. The EIR should also identify any alternatives that were considered by the Lead Agency and rejected as infeasible during the scoping process, and it should briefly explain the reasons for rejecting those alternatives. Additional information explaining the choice of alternatives should be included in the administrative record. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (a) failure to meet most of the basic project objectives; (b) infeasibility; or (c) inability to avoid significant environmental impacts.

Evaluation of Alternatives: The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis and comparison with the proposed project. A matrix displaying the major characteristics and significant environmental effects of each alternative may be used to summarize the comparison. The matrix may also identify and compare the extent to which each alternative meets project objectives. If an alternative would cause one or more significant effects in addition to those that would be caused by the project as proposed, the significant effects of the alternative shall be discussed but in less detail than the significant effects of the project as proposed.

The Rule of Reason: The range of alternatives required in an EIR is governed by a "rule of reason" which courts have held means that an alternatives discussion must be reasonable in scope and content. Therefore, the EIR must set forth only those alternatives necessary to permit public participation, informed decision-making, and a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones the City determines could feasibly attain most of the basic objectives of the project. An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative.

Feasibility of Alternatives: The factors that may be taken into account when addressing the feasibility of alternatives include: site suitability; economic viability; availability of infrastructure; general plan consistency; other plans or regulatory limitations; jurisdictional boundaries (projects with a regionally significant impact should consider the regional context); and whether the proponent already owns the alternative site or can reasonably acquire, control or otherwise have access to the site. No one factor establishes a fixed limit on the scope of reasonable alternatives.

Alternative Locations: The first step in the alternative location analysis is to determine whether any of the significant effects of the project could be avoided or substantially lessened by putting the project in another location. This is the key question in this analysis. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR.

The second step in this analysis is to determine whether any of the alternative locations are feasible. If the City concludes that no feasible alternative locations exist, it must disclose its reasons, and it should include them in the EIR. When a previous document has sufficiently analyzed a range of reasonable alternative locations and environmental impacts for a project with the same basic purpose, the City should review the previous document and incorporate the previous document by reference. To the extent the circumstances have remained substantially the same

with respect to an alternative, the EIR may rely on the previous document to help it assess the feasibility of the potential project alternative.

The "No Project" Alternative: The specific alternative of "no project" must be evaluated along with its impacts. The purpose of describing and analyzing the no project alternative is to allow decision-makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. The no project alternative may be different from the baseline environmental conditions. The no project alternative will be the same as the baseline only if it is identical to the existing environmental setting and the Lead Agency has chosen the existing environmental setting as the baseline.

A discussion of the "no project" alternative should proceed along one of two lines:

(a) When the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the "no project" alternative will be the continuation of the existing plan, policy or operation into the future. Typically, this is a situation where other projects initiated under the existing plan will continue while the new plan is developed. Thus, the projected impacts of the proposed plan or alternative plans would be compared to the impacts that would occur under the existing plan; or

(b) If the project is other than a land use or regulatory plan, for example a development project on identifiable property, the "no project" alternative is the circumstance under which the project does not proceed. This discussion would compare the environmental effects of the property remaining in its existing state against environmental effects that would occur if the project is approved. If disapproval of the project would result in predictable actions by others, such as the proposal of some other project, this "no project" consequence should be discussed.

After defining the "no project" alternative, the City should proceed to analyze the impacts of the "no project" alternative by projecting what would reasonably be expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. If the "no project" alternative is the environmentally superior alternative, the EIR must also identify another environmentally superior alternative among the remaining alternatives.

Remote or Speculative Alternatives: An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative.

(Reference: State CEQA Guidelines, § 15126.6.)

7.24 ANALYSIS OF FUTURE EXPANSION.

An EIR must include an analysis of the environmental effects of future expansion (or other similar future modifications) if there is credible and substantial evidence that:

(a) The future expansion or action is a reasonably foreseeable consequence of the initial project; and

(b) The future expansion or action is likely to change the scope or nature of the initial project or its environmental effects.

Absent these two circumstances, future expansion of a project need not be discussed. CEQA does not require speculative discussion of future development that is unspecific or uncertain. However, if future action is not considered now, it must be considered and environmentally evaluated before it is actually implemented.

(Reference: *Laurel Heights Improvement Ass'n v. Regents of University of California* (1988) 47 Cal.3d 376, 396.)

7.25 NOTICE OF COMPLETION OF DRAFT EIR; NOTICE OF AVAILABILITY OF DRAFT EIR.

Notice of Completion. When the Draft EIR is completed, a Notice of Completion (Form "H") must be filed with the Office of Planning and Research in an electronic form via the Office of Planning and Research's CEQA Submit website, which is located at the following web address: https://ceqasubmit.opr.ca.gov/Security/LogOn?ReturnUrl=%2f. The Notice of Completion shall contain:

(a) A brief description of the proposed project;
(b) The location of the proposed project including the proposed project's latitude and longitude;
(c) An address where copies of the Draft EIR are available and a description of how the Draft EIR can be provided in an electronic format; and
(d) The review period during which comments will be received on the Draft EIR.

The Office of Planning and Research has developed a model form Notice of Completion. Form H follows OPR's model. To ensure that the documents are accepted by OPR staff, this form should be used when documents are transmitted to OPR.

Notice of Availability. At the same time it sends a Notice of Completion to the Office of Planning and Research, the City shall provide public notice of the availability of the Draft EIR by distributing a Notice of Availability of Draft EIR (Form "K"). The Notice of Availability shall include at least the following information:

(a) A brief description of the proposed project and its location;
(b) The starting and ending dates for the review period during which the City will receive comments, the manner in which the City will receive those comments, and whether the review period has been shortened;
(c) The date, time, and place of any scheduled public meetings or hearings to be held by the City on the proposed project, if the City knows this information when it prepares the Notice;
(d) A list of the significant environmental effects anticipated as a result of the project;
(e) The address where copies of the EIR and all documents incorporated by reference in the EIR will be available for public review, and a description of how the Draft EIR can be obtained in electronic format. This location shall be readily accessible to the public during the City's normal working hours ; and
(f) A statement indicating whether the project site is included on any list of hazardous waste facilities, land designated as hazardous waste property, or hazardous waste disposal site,

and, if so, the information required in the Hazardous Waste and Substances Statement pursuant to Government Code section 65962.5.

The Notice of Availability shall be provided to:

(a) Each Responsible and Trustee Agency;
(b) Any other federal, state, or local agency that has jurisdiction by law or exercises authority over resources affected by the project, including:

(1) Any water supply agency consulted under Local Guidelines Section 5.16;

(2) Any city or county bordering on the project area;

(3) For a project of statewide, regional, or area-wide significance, any transportation agencies or public agencies that have major local arterials or public transit facilities within five (5) miles of the project site; or freeways, highways, or rail transit service within ten (10) miles of the project site that could be affected by the project;

(4) For a subdivision project located within one mile of a facility of the State Water Resources Development System, the California Department of Water Resources; and

(5) For a general plan amendment, a project of statewide, regional, or area-wide significance, or a project that relates to a public use airport, to any "military service" (defined in Section 11.42 of these Local Guidelines) that has provided the City with its contact office and address and notified the City of the specific boundaries of a "low-level flight path" (defined in Section 11.37 of these Local Guidelines), "military impact zone" (defined in Section 11.41 of these Local Guidelines), or "special use airspace" (defined in Section 11.67of these Local Guidelines;

(c) The last known name and address of all organizations and individuals who have previously filed a written request with the City to receive these Notices;
(d) For certain projects that may impact a low-level flight path, military impact zone, or special use airspace and that meet the other criteria of Local Guidelines Section 7.04, the specified military services contact;
(e) For certain projects that involve the construction or alteration of a facility anticipated to emit hazardous air emissions or handle hazardous substances within one-quarter mile of a school and that meet the other requirements of Local Guidelines Section 7.36, any potentially affected school district;
(f) For certain waste-burning projects that meet the requirements of Local Guidelines Section 5.11 (see also Local Guidelines Section 7.27), the owners and occupants of property within one-fourth mile of any parcel on which the project will be located; and
(g) For a project that establishes or amends a redevelopment plan that contains land in agricultural use, notice and a copy of the Draft EIR shall be provided to the agricultural and farm agencies and organizations specified in Health and Safety Code section 33333.3.

The City requires requests for copies of these Notices to be in writing and to be renewed annually; moreover, the City may charge a fee for the reasonable cost of providing these Notices.

A project will not be invalidated due to a failure to send a requested Notice provided there has been substantial compliance with these notice provisions.

Staff may also consult with and obtain comments from any person known to have special expertise or any other person or organization whose comments relative to the Draft EIR would be desirable.

Notice shall be given to the last known name and address of all organizations and individuals who have previously requested notice; by posting the notice on the website of the lead agency; and by at least one of the following procedures:

(a) Publication of the Notice of Completion and/or the Notice of Availability at least once in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas;
(b) Posting of the Notice of Completion and/or the Notice of Availability on and off site in the area where the project is to be located; or
(c) Direct mailing of the Notice of Completion and/or the Notice of Availability to owners and occupants of property contiguous to the project, as identified on the latest equalized assessment roll.

The Notice of Completion and Notice of Availability shall be posted in the office of the Clerk in each county in which the project is located for at least thirty (30) days. If the public review period for the Draft EIR is longer than thirty (30) days, the City may wish to leave the Notice posted until the public review period for the Draft EIR has expired.

Copies of the Draft EIR shall also be made available at the City office for review by members of the general public. The City may require any person obtaining a copy of the Draft EIR to reimburse the City for the actual cost of its reproduction. Copies of the Draft EIR should also be furnished to appropriate public library systems.

The City shall also post an electronic copy of the Notice of Completion, Notice of Availability, and Draft EIR on its website, if any.

(Reference: Pub. Resources Code, § 21082.1; State CEQA Guidelines, §§ 15085, 15087.)

7.26 SUBMISSION OF DRAFT EIR TO STATE CLEARINGHOUSE.

A Draft EIR must be submitted to the State Clearinghouse, at the same time as the Notice of Completion, in an electronic form as required by the Office of Planning and Research, regardless of whether the document must be circulated for review and comment by state agencies under State CEQA Guidelines section 15205 and 15206. The Draft EIR must be submitted via the Office of Planning and Research's CEQA Submit website (https://ceqasubmit.opr.ca.gov/Security/LogOn?ReturnUrl=%2f). The CEQA Submit website differentiates between environmental documents that do require review and comment by state agencies and those that do not. In particular, the website provides a "Local Review Period" tab for submitting documents that do not require review and comment by state agencies, and a "State

Review Period" tab for submitting documents that do require review and comment by state agencies.

A Draft EIR must be submitted to the State Clearinghouse for review and comment by state agencies (i.e., the Draft EIR must be submitted through the CEQA Submit website under the "State Review Period" tab) in the following situations:

(a) A state agency is the Lead Agency for the Draft EIR;
(b) A state agency is a Responsible Agency, Trustee Agency, or otherwise has jurisdiction by law over resources potentially affected by the project; or
(c) The Draft EIR is for a project identified in State CEQA Guidelines section 15206 as being a project of statewide, regional, or area-wide significance.

State CEQA Guidelines section 15206 identifies the following types of projects as being examples of projects of statewide, regional, or area-wide significance that require submission to the State Clearinghouse for circulation:

(1) General plans, elements, or amendments for which an EIR was prepared;

(2) Projects that have the potential for causing significant environmental effects beyond the city or county where the project would be located, such as:

  (a) Residential development of more than 500 units;
  (b) Commercial projects employing more than 1,000 persons or covering more than 500,000 square feet of floor space;
  (c) Office building projects employing more than 1,000 persons or covering more than 250,000 square feet of floor space;
  (d) Hotel or motel development of more than 500 rooms; and
  (e) Industrial projects housing more than 1,000 persons, occupying more than 40 acres of land, or covering more than 650,000 square feet of floor area;

(3) Projects for the cancellation of a Williamson Act contract covering more than 100 acres;

(4) Projects in one of the following Environmentally Sensitive Areas:

  (a) Lake Tahoe Basin;
  (b) Santa Monica Mountains Zone;
  (c) Sacramento-San Joaquin River Delta;
  (d) Suisun Marsh;
  (e) Coastal Zone, as defined by the California Coastal Act;
  (f) Areas within one-quarter mile of a river designated as wild and scenic; or
  (g) Areas within the jurisdiction of the San Francisco Bay Conservation and Development Commission;

(5) Projects that would affect sensitive wildlife habitats or the habitats of any rare, threatened, or endangered species;

(6) Projects that would interfere with water quality standards; and

(7) Projects that would provide housing, jobs, or occupancy for 500 or more people within 10 miles of a nuclear power plant.

A Draft EIR may also be submitted to the State Clearinghouse for review and comment by state agencies when a state agency has special expertise with regard to the environmental impacts involved.

Submission of the Draft EIR to the State Clearinghouse affects the timing of the public review period as set forth in Local Guidelines Section 7.28.

(Reference: Pub. Resources Code, § 21091; State CEQA Guidelines, §§ 15205, 15206.)

7.27 SPECIAL NOTICE REQUIREMENTS FOR WASTE- AND FUEL-BURNING PROJECTS.

For any waste-burning project, as defined in Local Guidelines Section 5.11, in addition to the notice requirements specified in Local Guidelines Sections 7.25 and 7.26, Notice of Availability of the Draft EIR shall be given by direct mailing or any other method calculated to provide delivery of the notice to the owners and occupants of property within one-fourth mile of any parcel or parcels on which the project is located.

(Reference: Pub. Resources Code, § 21092(c).)

7.28 TIME FOR REVIEW OF DRAFT EIR; FAILURE TO COMMENT.

A period of between thirty (30) and sixty (60) days from the filing of the Notice of Completion of the Draft EIR shall be allowed for review of and comment on the Draft EIR, except in unusual situations.

If the Draft EIR is for a proposed project where a state agency is the lead agency, a responsible agency, or a trustee agency; a state agency otherwise has jurisdiction by law with respect to the project; or the proposed project is of sufficient statewide, regional, or area-wide significance as determined pursuant to State CEQA Guidelines section 15206, the review period shall be at least forty-five (45) days (unless a shorter period is approved as set forth below), and the lead agency shall provide the document in an electronic form, as required by the Office of Planning and Research, to the State Clearinghouse for review and comment by state agencies.

For purposes of calculating the length of the public review period, the last day of the public review period cannot fall on a weekend, a legal holiday, or other day on which the lead agency's offices are closed.[2] (Reference: *Rominger v. County of Colusa* (2014) 229 Cal.App.4th 690, 708.)

[2] A public agency's "offices are closed" for purposes of this section on days in which the agency is formally closed for business (for example, due to a weekend, a legal holiday, or a formal furlough affecting the entire office). A public agency's office is not considered closed for purposes of this section where the agency's office may be physically closed, but the agency is nonetheless open for business and is operating remotely or virtually (for example, in response to the Covid-19 pandemic).

If a state agency is a Responsible Agency, or if the Draft EIR is submitted to the State Clearinghouse for review and comment by state agencies, the public review period shall be at least as long as the review period established by the State Clearinghouse. The public review period and the state agency review period may, but are not required to, begin and end at the same time. The state agency review period begins (day one) on the date that the State Clearinghouse distributes the Draft EIR to state agencies. The State Clearinghouse is required to distribute the Draft EIR to state agencies within three (3) working days from the date the State Clearinghouse receives the document, as long as the Draft EIR is complete when submitted to the State Clearinghouse. If the document submitted to the State Clearinghouse is not complete, the State Clearinghouse must notify the Lead Agency. The review period for the public and all other agencies may run concurrently with the state agency review period established by the State Clearinghouse.

Under certain circumstances, a shorter review period of the Draft EIR by the State Clearinghouse can be requested by the City; however, a shortened review period shall not be less than thirty (30) days for a Draft EIR. Any request for a shortened review period must be made in writing by the City to OPR. The City may designate a person to make these requests. The City must contact all Responsible and Trustee agencies and obtain their agreement prior to obtaining a shortened review period. (See the Shortened Review Request Form "P.")

A shortened review period is not available for any proposed project of statewide, regional or area-wide environmental significance as determined pursuant to State CEQA Guidelines section 15206. Any approval of a shortened review period shall be given prior to, and reflected in, the public notices.

In the event a public agency, group, or person whose comments on a Draft EIR are solicited fails to comment within the required time period, it shall be presumed that such agency, group, or person has no comment to make, unless the Lead Agency has received a written request for a specific extension of time for review and comment and a statement of reasons for the request.

Continued planning activities concerning the proposed project, short of formal approval, may continue during the period set aside for review and comment on the Draft EIR.

(Reference: Pub. Resources Code, § 21091; State CEQA Guidelines, §§ 15203, 15205(d).)

7.29 PUBLIC HEARING ON DRAFT EIR.

CEQA does not require formal public hearings for certification of an EIR; public comments may be restricted to written communications. (However, a hearing is required to utilize the limited exemption for Transit Priority Projects as explained in Local Guidelines Section 3.15; to adopt a bicycle transportation plan as explained in Local Guidelines Section 3.19; and for certain other actions involving the replacement or deletion of mitigation measures under State CEQA Guidelines section 15074.1.) However, if the City provides a public hearing on its consideration of a project, the City should include the project's environmental review documents as one of the subjects of the hearing. Notice of the time and place of the hearing shall be given in a timely manner in accordance with any legal requirements applicable to the proposed project. Generally, the requirements of the Ralph M. Brown Act will provide the minimum requirements for the inclusion of CEQA matters on agendas and at hearings. (Gov. Code, § 54950 et seq.) At a

minimum, agendas for meetings and hearings before commissions, boards, councils, and other agencies must be posted in a location that is freely accessible to members of the public at least seventy-two (72) hours prior to a regular meeting. The agenda must contain a brief general description of each item to be discussed and the time and location of the meeting. (Gov. Code, § 54954.2.) Additionally, any legislative body or its presiding officer must post an agenda for each regular or special meeting on the local agency's Internet Web site, if the local agency has one.

(Reference: State CEQA Guidelines, § 15202.)

7.30 RESPONSE TO COMMENTS ON DRAFT EIR.

The Lead Agency shall evaluate any comments on environmental issues received during the public review period for the Draft EIR and shall prepare a written response to those comments that raise significant environmental issues.

As stated below, the City, as Lead Agency, should also consider evaluating and responding to any comments received after the public review period. The written responses shall describe the disposition of any significant environmental issues that are raised in the comments. The responses may take the form of a revision of the Draft EIR, an attachment to the Draft EIR, or some other oral or written response that is adequate under the circumstances. If the City's position is at variance with specific recommendations or suggestions raised in the comment, the City's response must detail the reasons why such recommendations or suggestions were not accepted. The level of detail contained in the response, however, may correspond to the level of detail provided in the comment (i.e., responses to general comments may be general). A general response may be appropriate when a comment does not contain or specifically refer to readily available information, or does not explain the relevance of evidence submitted with the comment.

Moreover, the City shall respond to any specific suggestions for project alternatives or mitigation measures for significant impacts, unless such alternatives or mitigation measures are facially infeasible. The response shall contain recommendations, when appropriate, to alter the project as described in the Draft EIR as a result of an analysis of the comments received.

At least ten (10) days prior to certifying a Final EIR, the Lead Agency shall provide its proposed written response, either in printed copy or in an electronic format, to any public agency that has made comments on the Draft EIR during the public review period. The City, as Lead Agency, is not required to respond to comments received after the public review period. However, the City, as Lead Agency, should consider responding to all comments if it will not delay action on the Final EIR, since any comment received before final action on the EIR can form the basis of a legal challenge. A written response that addresses the comment or adequately explains the City's action in light of the comment may assist in defending against a legal challenge.

(Reference: State CEQA Guidelines, § 15088.)

7.31 PREPARATION AND CONTENTS OF FINAL EIR.

Following the receipt of any comments on the Draft EIR as required herein, such comments shall be evaluated by Staff and a Final EIR shall be prepared.

The Final EIR shall meet all requirements of Local Guidelines Section 7.18 and shall consist of the Draft EIR or a revision of the Draft, a section containing either verbatim or in summary the comments and recommendations received through the review and consultation process, a list of persons, organizations and public agencies commenting on the Draft, and a section containing the responses of the City to the significant environmental points raised in the review and consultation process.

(Reference: State CEQA Guidelines, §§ 15089, 15132.)

7.32 RECIRCULATION WHEN NEW INFORMATION IS ADDED TO EIR.

When significant new information is added to the EIR after notice and consultation but before certification, the Lead Agency must recirculate the Draft EIR for another public review period. The term "information" can include changes in the project or environmental setting as well as additional data or other information.

New information is significant only when the EIR is changed in a way that would deprive the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of a project or a feasible way to mitigate or avoid such an effect, including a feasible project alternative, that the project proponents decline to implement. Recirculation is required, for example, when:

(1) New information added to an EIR discloses:

(a) A new significant environmental impact resulting from the project or from a new mitigation measure proposed to be implemented; or

(b) A significant increase in the severity of an environmental impact (unless mitigation measures are also adopted that reduce the impact to a level of insignificance); or

(c) A feasible project alternative or mitigation measure that clearly would lessen the significant environmental impacts of the project, but which the project proponents decline to adopt; or

(2) The Draft EIR is so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Recirculation is not required when the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. If the revision is limited to a few chapters or portions of the EIR, the City as Lead Agency need only recirculate the chapters or portions that have been modified. A decision to not recirculate an EIR must be supported by substantial evidence in the record.

When the City determines to recirculate a Draft EIR, it shall give Notice of Recirculation (Form "M") to every agency, person, or organization that commented on the prior Draft EIR. The Notice of Recirculation must indicate whether new comments must be submitted and whether the City has exercised its discretion to require reviewers to limit their comments to the revised chapters or portions of the recirculated EIR. The City shall also consult again with those persons contacted pursuant to Local Guidelines Section 7.25 before certifying the EIR. When the EIR is substantially

revised and the entire EIR is recirculated, the City may require that reviewers submit new comments and need not respond to those comments received during the earlier circulation period. In those cases, the City should advise reviewers that, although their previous comments remain part of the administrative record, the final EIR will not provide a written response to those comments, and new comments on the revised EIR must be submitted. The City need only respond to those comments submitted in response to the revised EIR.

When the EIR is revised only in part and the City is recirculating only the revised chapters or portions of the EIR, the City may request that reviewers limit their comments to the revised chapters or portions. The City need only respond to: (1) comments received during the initial circulation period that relate to chapters or portions of the document that were not revised and recirculated, and (2) comments received during the recirculation period that relate to the chapters or portions of the earlier EIR that were revised and recirculated.

When recirculating a revised EIR, either in whole or in part, the City must, in the revised EIR or by an attachment to the revised EIR, summarize the revisions made to the previously circulated draft EIR.

(Reference: State CEQA Guidelines, § 15088.5.)

7.33 CERTIFICATION OF FINAL EIR.

Following the preparation of the Final EIR, Staff shall review the Final EIR and make a recommendation to the decision-making body regarding whether the Final EIR has been completed in compliance with CEQA, the State CEQA Guidelines and the City's Local Guidelines. The Final EIR and Staff recommendation shall then be presented to the decision-making body. The decision-making body shall independently review and consider the information contained in the Final EIR and determine whether the Final EIR reflects its independent judgment. Before it approves the project, the decision-making body must certify and find that: (1) the Final EIR has been completed in compliance with CEQA, the State CEQA Guidelines and the City's Local Guidelines; (2) the Final EIR was presented to the decision-making body and the decision-making body reviewed and considered the information contained in the Final EIR before approving the project; and (3) the Final EIR reflects the City's independent judgment and analysis.

Except in those cases in which the City Council is the final decision-making body for the project, any interested person may appeal the certification or denial of certification of a Final EIR to the City Council. Appeals must follow the procedures prescribed by the City.

(Reference: State CEQA Guidelines, § 15090.)

7.34 CONSIDERATION OF EIR BEFORE APPROVAL OR DISAPPROVAL OF PROJECT.

Once the decision-making body has certified the EIR, it may then proceed to consider the proposed project for purposes of approval or disapproval.

(Reference: State CEQA Guidelines, § 15092.)

7.35 FINDINGS.

The decision-making body shall not approve or carry out a project if a completed EIR identifies one or more significant environmental effects of the project unless it makes one or more of the following written findings for each such significant effect, accompanied by a brief explanation of the rationale supporting each finding. For impacts that have been identified as potentially significant, the possible findings are:

(a) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment as identified in the Final EIR, such that the impact has been reduced to a less-than-significant level;
(b) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the City. Such changes have been, or can and should be, adopted by that other agency; or
(c) Specific economic, legal, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the Final EIR. The decision-making body must make specific written findings stating why it has rejected an alternative to the project as infeasible.

The findings required by this Section shall be supported by substantial evidence in the record. Measures identified and relied on to mitigate environmental impacts identified in the EIR to below a level of significance should be expressly adopted or rejected in the findings. The findings should include a description of the specific reasons for rejecting any mitigation measures or project alternatives identified in the EIR that would reduce the significant impacts of the project. Any mitigation measures that are adopted must be fully enforceable through permit conditions, agreements, or other measures.

If any of the proposed alternatives could avoid or lessen an adverse impact for which no mitigation measures are proposed, the City shall analyze the feasibility of such alternative(s). If the project is to be approved without including such alternative(s), the City shall find that specific economic, legal, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the Final EIR and shall list such considerations before such approval.

The decision-making body shall not approve or carry out a project as proposed unless: (1) the project as approved will not have a significant effect on the environment; or (2) the project's significant environmental effects have been eliminated or substantially lessened (as determined through one or more of the findings indicated above), and any remaining unavoidable significant effects have been found acceptable because of facts and circumstances described in a Statement of Overriding Considerations (see Local Guidelines Section 7.37). Statements in the Draft EIR or comments on the Draft EIR are not determinative of whether the project will have significant effects.

When making the findings required by this Section, the City as Lead Agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which it based its decision.

(Reference: State CEQA Guidelines, § 15091.)

7.36 SPECIAL FINDINGS REQUIRED FOR FACILITIES THAT MAY EMIT HAZARDOUS AIR EMISSIONS NEAR SCHOOLS.

Special procedural rules apply to projects involving the construction or alteration of a facility within one-quarter mile of a school when: (1) the facility might reasonably be anticipated to emit hazardous air emissions or to handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the threshold specified in Health and Safety Code section 25532(j); and (2) the emissions or substances may pose a health or safety hazard to persons who would attend or would be employed at the school. If the project meets both of those criteria, the Lead Agency may not certify an EIR or approve a Negative Declaration or Mitigated Negative Declaration unless it makes a finding that:

(a) The Lead Agency consulted with the affected school district or districts having jurisdiction over the school regarding the potential impact of the project on the school; and
(b) The school district was given written notification of the project not less than thirty (30) days prior to the proposed certification of the EIR or approval of the Negative Declaration or Mitigated Negative Declaration.

Implementation of this Local Guideline shall be consistent with the definitions and terms utilized in State CEQA Guidelines section 15186.

Additionally, in its role as a Responsible Agency, the City should be aware that for projects involving the acquisition of a school site or the construction of a secondary or elementary school by a school district, the Negative Declaration, Mitigated Negative Declaration, or EIR prepared for the project may not be adopted or certified unless there is sufficient information in the entire record to determine whether any boundary of the school site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor.

If it is determined that the project involves the acquisition of a school site that is within 500 feet of the edge of the closest traffic lane of a freeway, or other busy traffic corridor, the Negative Declaration, Mitigated Negative Declaration, or EIR may not be adopted or certified unless the school board determines, through a health risk assessment pursuant to Section 44360(b)(2) of the Health and Safety Code and after considering any potential mitigation measures, that the air quality at the proposed project site does not present a significant health risk to pupils.

(Reference: State CEQA Guidelines, § 15186.)

7.37 STATEMENT OF OVERRIDING CONSIDERATIONS.

Before a project that has unmitigated significant adverse environmental effects can be approved, the decision-making body must adopt a Statement of Overriding Considerations. If the decision-making body finds in the Statement of Overriding Considerations that specific benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

Accordingly, the Statement of Overriding Considerations allows the decision-making body to approve a project despite one or more unmitigated significant environmental impacts identified in the Final EIR. A Statement of Overriding Considerations can be made only if feasible project alternatives or mitigation measures do not exist to reduce the environmental impact(s) to a level of insignificance and the benefits of the project outweigh the adverse environmental effect(s). The feasibility of project alternatives or mitigation measures is determined by whether the project alternative or mitigation measure can be accomplished within a reasonable period of time, taking into account economic, environmental, social, legal and technological factors.

Project benefits that are appropriate to consider in the Statement of Overriding Considerations include the economic, legal, environmental, technological and social value of the project. The City may also consider region-wide or statewide environmental benefits.

Substantial evidence in the entire record must justify the decision-making body's findings and its use of the Statement of Overriding Considerations. If the decision-making body makes a Statement of Overriding Considerations, the Statement must be included in the record of the project approval and it should be referenced in the Notice of Determination.

(Reference: State CEQA Guidelines, § 15093.)

7.38 MITIGATION MONITORING OR REPORTING PROGRAM FOR EIR.

When making findings regarding an EIR, the City must do all of the following:

(a) Adopt a reporting or monitoring program to assure that mitigation measures that are required to mitigate or avoid significant effects on the environment will be implemented by the project proponent or other responsible party in a timely manner, in accordance with conditions of project approval;
(b) Make sure all conditions and mitigation measures are feasible and fully enforceable through permit conditions, agreements, or other measures. Such permit conditions, agreements, and measures must be consistent with applicable constitutional requirements such as the "nexus" and "rough proportionality" standards established by case law; and
(c) Specify the location and the custodian of the documents which constitute the record of proceedings upon which the City based its decision in the resolution certifying the EIR.

There is no requirement that the reporting or monitoring program be circulated for public review; however, the City may choose to circulate it for public comments along with the Draft EIR. Any mitigation measures required to mitigate or avoid significant effects on the environment shall be adopted and made fully enforceable, such as by being imposed as conditions of project approval.

The adequacy of a mitigation monitoring program is determined by the "rule of reason." This means that a mitigation monitoring program does not need to provide every imaginable measure. It needs only to provide measures that are reasonably feasible and that are necessary to avoid significant impacts or to reduce the severity of impacts to a less-than-significant level.

The mitigation monitoring or reporting program shall be designed to assure compliance with the mitigation measures during the implementation and construction of the project. If a

Responsible Agency or Trustee Agency has required that certain conditions be incorporated into the project, the City may request that agency to prepare and submit a proposed reporting or monitoring program. The City shall also require that, prior to the close of the public review period for a Draft EIR, the Responsible or Trustee Agency submit detailed performance objectives for mitigation measures, or refer the City to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to the City by a Responsible or Trustee Agency shall be limited to measures that mitigate impacts to resources that are within the Responsible or Trustee Agency's authority.

When a project is of statewide, regional, or area-wide significance, any transportation information resulting from the reporting or monitoring program required to be adopted by the City shall be submitted to the regional transportation planning agency where the project is located and to the Department of Transportation. The transportation planning agency and the Department of Transportation are required by law to adopt guidelines for the submittal of these reporting or monitoring programs, so the City may wish to tailor its submittal to such guidelines.

Local agencies have the authority to levy fees sufficient to pay for this program. Therefore, the City may impose a program to charge project proponents fees to cover actual costs of program processing and implementation.

The City may delegate reporting or monitoring responsibilities to an agency or to a private entity that accepts the delegation; however, until mitigation measures have been completed, the City remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

The City may choose whether its program will monitor mitigation, report on mitigation, or both. "Reporting" is defined as a written compliance review that is presented to the Board or an authorized staff person. A report may be required at various stages during project implementation or upon completion of the mitigation measure. Reporting is suited to projects that have readily measurable or quantitative mitigation measures or that already involve regular review. "Monitoring" is generally an ongoing or periodic process of project oversight. Monitoring is suited to projects with complex mitigation measures that may exceed the expertise of the City to oversee, are expected to be implemented over a period of time, or require careful implementation to assure compliance.

At its discretion, the City may adopt standardized policies and requirements to guide individually adopted programs.

Standardized policies or requirements for monitoring and reporting may describe, but are not limited to:

(a) The relative responsibilities of various departments within the City for various aspects of the program;
(b) The responsibilities of the project proponent;
(c) Guidelines adopted by the City to govern preparation of programs;
(d) General standards for determining project compliance with the mitigation measures and related conditions of approval;

(e) Enforcement procedures for noncompliance, including provisions for administrative appeal; and/or
(f) A process for informing the Board and staff of the relative success of mitigation measures and using those results to improve future mitigation measures.

When a project is of statewide, regional, or area-wide importance, any transportation information generated by a mitigation monitoring or reporting program must be submitted to the transportation planning agency in the region where the project is located, as well as to the Department of Transportation.

(Reference: State CEQA Guidelines, § 15097.)

7.39 NOTICE OF DETERMINATION.

After approval of a project for which the City is the Lead Agency, Staff shall cause a Notice of Determination (Form "F") to be prepared, filed, and posted. The Notice of Determination shall include the following information:

(a) An identification of the project, including its common name, where possible, and its location. If the Notice of Determination is filed with the State Clearinghouse, the State Clearinghouse identification number for the draft EIR shall be provided.
(b) A brief description of the project;
(c) The City's name and the applicant's name (if any). If different from the applicant, the Notice of Determination shall further provide, if applicable, the identity of the person undertaking the project that is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies, or the identity of the person receiving a lease, permit, license, certificate, or other entitlement for use from one or more public agencies.
(d) The date when the City approved the project;
(e) Whether the project in its approved form with mitigation will have a significant effect on the environment;
(f) A statement that an EIR was prepared and certified pursuant to the provisions of CEQA;
(g) Whether mitigation measures were made a condition of the approval of the project, and whether a mitigation monitoring plan/program was adopted;
(h) Whether findings were made and/or whether a Statement of Overriding Considerations was adopted for the project; and
(i) The address where a copy of the EIR (with comments and responses) and the record of project approval may be examined by the general public.

The Notice of Determination shall be filed within five (5) working days of project approval with both (1) the Clerk of each county in which the project will be located; and (2) the State Clearinghouse in the OPR. (To determine the fees that must be paid with the filing of the Notice of Determination, see Local Guidelines Section 7.42 and the Staff Summary of the CEQA Process.) The County Clerk is required to post the Notice of Determination within twenty-four (24) hours of receipt. The Notice must be posted in the office of the Clerk for a minimum of thirty (30) days. Thereafter, the Clerk shall return the notice to the City with a notation of the period it was posted. The City shall retain the notice for not less than twelve (12) months.

The City, when acting as lead agency, must post its Notice of Determination for a project on its website, if any.

For projects with more than one phase, Staff shall file a Notice of Determination for each phase requiring a discretionary approval. The filing and posting of a Notice of Determination with the Clerk, and, if necessary, with OPR, usually starts a thirty (30) day statute of limitations on court challenges to the approval under CEQA. When separate notices are filed for successive phases of the same overall project, the thirty (30) day statute of limitation to challenge the subsequent phase begins to run when the second notice is filed. Failure to file the Notice may result in a one hundred eighty (180) day statute of limitations.

(Reference: Pub. Resources Code, §§ 21092.2, 21108; State CEQA Guidelines, § 15094.)

7.40 DISPOSITION OF A FINAL EIR.

The City shall file a copy of the Final EIR with the appropriate planning agency of any city or county where significant effects on the environment may occur. The City shall also retain one or more copies of the Final EIR as a public record for a reasonable period of time. Finally, for private projects, the City may require that the project applicant provide a copy of the certified Final EIR to each Responsible Agency.

(Reference: State CEQA Guidelines, § 15095.)

7.41 PRIVATE PROJECT COSTS.

For private projects, the person or entity proposing to carry out the project shall be charged a reasonable fee to recover the estimated costs incurred by the City in preparing, circulating, and filing the Draft and Final EIRs, as well as all publication costs incident thereto.

7.42 FILING FEES FOR PROJECTS THAT AFFECT WILDLIFE RESOURCES.

At the time a Notice of Determination for an EIR is filed with the County or Counties in which the project is located, a fee of $4,051.25, or the then applicable fee, shall be paid to the Clerk for projects that will adversely affect fish or wildlife resources. These fees are collected by the Clerk on behalf of DFW.

Only one filing fee is required for each project unless the project is tiered or phased and separate environmental documents are prepared. For projects where Responsible Agencies file separate Notices of Determination, only the Lead Agency is required to pay the fee.

Note: County Clerks are authorized to charge a documentary handling fee for each project in addition to the Fish and Wildlife fees specified above. Refer to the Index in the Staff Summary to help determine the correct total amount of fees applicable to the project.

For private projects, the City should pass these costs on to the project applicant.

No fees are required for projects with “no effect” on fish or wildlife resources or for certain projects undertaken by the DFW and implemented through a contract with a non-profit entity or

local government agency. (See Local Guidelines Section 6.24 for more information regarding a "no effect" determination.)

8. TYPES OF EIRS

8.01 EIRs Generally.

This chapter describes a number of examples of various EIRs tailored to different situations. All of these types of EIRs must meet the applicable requirements of Chapter 7 of these Local Guidelines.

8.02 Tiering.

(a) Tiering Generally.

"Tiering" refers to using the analysis of general matters contained in a previously certified broader EIR in later EIRs, Negative Declarations, or Mitigated Negative Declarations prepared for narrower projects. The later EIR, Negative Declaration, or Mitigated Negative Declaration may incorporate by reference the general discussions from the broader EIR and may concentrate solely on the issues specific to the later project.

An Initial Study shall be prepared for the later project and used to determine whether a previously certified EIR may be used and whether new significant effects should be examined. Tiering does not excuse the City from adequately analyzing reasonably foreseeable significant environmental effects of a project, nor does it justify deferring analysis to a later tier EIR, Negative Declaration, or Mitigated Negative Declaration. However, the level of detail contained in a first-tier EIR need not be greater than that of the program, plan, policy, or ordinance being analyzed. When the City is using the tiering process in connection with an EIR for a large-scale planning approval, such as a general plan or component thereof (e.g., an area plan, specific plan or community plan), the development of detailed, site-specific information may not be feasible. Such site-specific information can be deferred, in many instances, until such time as the Lead Agency prepares a future environmental document in connection with a project of a more limited geographical scale, as long as deferral does not prevent adequate identification of significant effects of the planning approval at hand.

(b) Identifying New Significant Impacts.

When assessing whether there is a new significant cumulative effect for purposes of a subsequent tier environmental document, the Lead Agency shall consider whether the incremental effects of the project would be considerable when viewed in the context of past, present, and probable future projects.

A Lead Agency may use only a valid CEQA document as a first-tier document. Accordingly, the City, in its role as Lead Agency, should carefully review the first-tier environmental document to determine whether or not the statute of limitations for challenging the document has run. If the statute of limitations has not expired, the City should use the first-tier document with caution and pay careful attention to the legal status of the document. If the first-tier document is subsequently invalidated, any later environmental document may also be defective.

(c) Infill Projects and Tiering.

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Certain "infill" projects may tier off of a previously certified EIR. An "infill" project is defined as a project with residential, retail, and/or commercial uses, a transit station, a school, or a public office building. It must be located in an urban area on a previously developed site or on an undeveloped site that is surrounded by developed uses. The project must be either consistent with land use planning strategies that achieve greenhouse gas ("GHG") emission reduction targets, feature a small walkable community project, or where a sustainable communities or alternative planning strategy has not yet been adopted for the area, include a residential density of at least 20 units per acre or a floor area ratio of at least 0.75. The project must also meet a number of standards related to energy efficiency that are not yet defined but which SB 226 directs the Office of Planning and Research to prepare.

If an EIR was certified for a planning level decision by a city or county (such as a General Plan or Specific Plan), the scope of the CEQA review for a later "infill" project can be limited to those effects on the environment that: 1) are specific to the project or to the project site and were not addressed as significant effects in the prior EIR; or 2) substantial new information shows will be more significant than described in the prior EIR.

When a project meets the definition of "infill" and either of the above conditions exist but a Mitigated Negative Declaration cannot be adopted, then the subsequent EIR for such a project need not consider alternative locations, densities, and building intensities or growth-inducing impacts.

(d) Statement of Overriding Considerations.

A Lead Agency may also tier off of a previously prepared Statement of Overriding Considerations if certain conditions are met. (See Local Guidelines Section 7.37.)

(Reference: State CEQA Guidelines, § 15152.)

8.03 PROJECT EIR.

The most common type of EIR examines the environmental impacts of a specific development project and focuses primarily on the changes in the environment that would result from the development project.

If the EIR for a redevelopment plan is a Project EIR, all public and private activities or undertakings pursuant to or in furtherance of the Redevelopment Plan shall constitute a single project, which shall be deemed approved at the time of the adoption of the Redevelopment Plan. Although the City will probably not act as a Lead Agency for a Redevelopment Plan, the City may act as a Responsible Agency. (State Guideline Section 15180.)

(Reference: State CEQA Guidelines, §§ 15161, 15180.)

8.04 SUBSEQUENT EIR.

A Subsequent EIR is required when a previous EIR has been prepared and certified, or a Negative Declaration or Mitigated Negative Declaration has been adopted, for a project and at least one of the three following situations occur:

(a) Substantial changes are proposed in the project which will require major revisions of a previous EIR due to the identification of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(b) Substantial changes occur with respect to the circumstances under which the project is to be undertaken which will require major revisions of a previous EIR due to the identification of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(c) New information, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration/Mitigated Negative Declaration was adopted, becomes available and shows any of the following:

(1) the project will have one or more significant effects not discussed in a previous EIR, Negative Declaration, or Mitigated Negative Declaration;

(2) significant effects previously examined will be substantially more severe than shown in a previous EIR;

(3) mitigation measures or alternatives previously found not to be feasible are in fact feasible and would substantially reduce one or more significant effects, but the project proponent declines to adopt the mitigation measures or alternatives; or

(4) mitigation measures or alternatives which were not considered in a previous EIR would substantially lessen one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

A Subsequent EIR must receive the same circulation and review as the previous EIR received.

In instances where the City is evaluating a modification or revision to an existing use permit, the City may consider only those environmental impacts related to the changes between what was allowed under the old permit and what is requested under the new permit. Only if these differential impacts fall within the categories described above may the City require additional environmental review.

When the City is considering approval of a development project that is consistent with a general plan for which an EIR was completed, another EIR is required only if the project causes environmental effects peculiar to the parcel which were not addressed in the prior EIR or substantial new information shows the effects peculiar to the parcel will be more significant than described in the prior EIR. (Reference: State CEQA Guidelines, § 15162.)

8.05 SUPPLEMENTAL EIR.

The City may choose to prepare a Supplemental EIR, rather than a Subsequent EIR, if any of the conditions described in Local Guidelines Section 8.04 have occurred but only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation. To assist the City in making this determination, the decision-making body should request an Initial Study and/or a recommendation by Staff. The Supplemental EIR

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need contain only the information necessary to make the previous EIR adequate for the project as revised.

A Supplemental EIR shall be given the same kind of notice and public review as is given to a Draft EIR but may be circulated by itself without recirculating the previous EIR.

When the decision-making body decides whether to approve the project, it shall consider the previous EIR as revised by the Supplemental EIR. Findings shall be made for each significant effect identified in the Supplemental EIR.

(Reference: State CEQA Guidelines, § 15163.)

8.06 ADDENDUM TO AN EIR.

The City shall prepare an Addendum to a previously certified EIR, rather than a Subsequent or Supplemental EIR, only if changes or additions to the EIR are necessary, but none of the conditions described in Local Guidelines Section 8.04 or 8.05 calling for preparation of a Subsequent or Supplemental EIR have occurred. Since significant effects on the environment were addressed by findings in the original EIR, no new findings are required in the Addendum.

An Addendum to an EIR need not be circulated for public review but should be included in or attached to the Final EIR. The decision-making body shall consider the Addendum with the Final EIR prior to making a decision on a project. A brief explanation of the decision not to prepare a Subsequent EIR or a Supplemental EIR should be included in the Addendum, the Lead Agency's findings on the project, or elsewhere in the record. This explanation must be supported by substantial evidence.

(Reference: State CEQA Guidelines, § 15164.)

8.07 STAGED EIR.

When a large capital project will require a number of discretionary approvals from governmental agencies and one of the approvals will occur more than two years before construction will begin, a Staged EIR may be prepared. The Staged EIR covers the entire project in a general form or manner. A Staged EIR should evaluate a proposal in light of current and contemplated plans and produce an informed estimate of the environmental consequences of an entire project. The particular aspect of the project before the City for approval shall be discussed with a greater degree of specificity.

When a Staged EIR has been prepared, a Supplemental EIR shall be prepared when a later approval is required for the project and the information available at the time of the later approval would permit consideration of additional environmental impacts, mitigation measures, or reasonable alternatives to the project.

(Reference: State CEQA Guidelines, § 15167.)

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8.08 PROGRAM EIR.

A Program EIR is an EIR that may be prepared on an integrated series of actions that are related either:

(a) Geographically;
(b) As logical parts in a chain of contemplated actions;
(c) In connection with the issuance of rules, regulations, plans or other general criteria to govern the conduct of a continuing program; or
(d) As individual projects carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects that can be mitigated in similar ways.

(State CEQA Guidelines Section, 15168.)

An advantage of using a Program EIR is that it can "[a]llow the Lead Agency to consider broad policy alternatives and program wide mitigation measures at an early time when the agency has greater flexibility to deal with basic problems or cumulative impacts." (State CEQA Guidelines section 15168(b)(4).) A Program EIR is distinct from a Project EIR, as a Project EIR is prepared for a specific project and must examine in detail site-specific considerations. Program EIRs are commonly used in conjunction with the process of tiering.

Tiering is the coverage of general matters in broader EIRs (such as on general plans or policy statements) with subsequent narrower EIRs. (State CEQA Guidelines section 15385; see also Local Guidelines Sections 8.02 and 11.73.) Tiering is proper "when it helps a public agency to focus upon the issues ripe for decision at each level of environmental review and in order to exclude duplicative analysis of environmental effects examined in previous environmental impact reports." (Pub. Res. Code, § 21093(a).) For example, the California Supreme Court has ruled that "CEQA does not mandate that a first-tier program EIR identify with certainty particular sources of water for second-tier projects that will be further analyzed before implementation during later stages of the program. Rather, identification of specific sources is required only at the second-tier stage when specific projects are considered." (*In re Bay-Delta etc.* (2008) 43 Cal. 4th 1143.)

Subsequent activities in the program must be examined in light of the Program EIR to determine whether additional environmental documents must be prepared. Additional environmental review documents must be prepared if the proposed later project may arguably cause significant adverse effects on the environment.

(Reference: State CEQA Guidelines, § 15168.)

8.09 USE OF A PROGRAM EIR WITH SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS.

A Program EIR can be used to simplify the task of preparing environmental documents on later activities in the program. The Program EIR can:

(a) Provide the basis for an Initial Study to determine whether the later activity may have any significant effects;

(b) Be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives and other factors that apply to the program as a whole; or
(c) Focus an EIR on a later activity to permit discussion solely of new effects which had not been considered before.

If a Program EIR is prepared for a redevelopment plan, subsequent activities in the redevelopment program will be subject to review if they would have effects that were not examined in the Program EIR. Where the later activities involve site-specific operations, the City should use a written checklist or similar device to document the evaluation of the site and the proposed activity to determine whether the environmental effects of the operation were within the scope of the Program EIR. If a later activity would have effects that were not examined in the Program EIR, a new Initial Study would need to be prepared leading to an EIR, Negative Declaration, or Mitigated Negative Declaration. That later analysis may tier from the Program EIR as provided in State CEQA Guidelines section 15152.

If the City finds that no Subsequent EIR would be required, the City can approve the activity as being within the scope of the project covered by the Program EIR, and no new environmental document is required. (See Local Guidelines Section 8.04.) Whether a later activity is within the scope of a Program EIR is a factual question that the Lead Agency determines based on substantial evidence in the record. Factors that the Lead Agency may consider in making that determination include, but are not limited to, consistency of the later activity with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure, as described in the Program EIR.

(Reference: State CEQA Guidelines, § 15168.)

8.10 USE OF AN EIR FROM AN EARLIER PROJECT.

A single EIR may be used to describe more than one project when the projects involve substantially identical environmental impacts. Any environmental impacts peculiar to one of the projects must be separately set forth and explained.

(Reference: State CEQA Guidelines, § 15165.)

8.11 MASTER EIR.

A Master EIR is an EIR which may be prepared for:

(a) A general plan (including elements and amendments);
(b) A specific plan;
(c) A project consisting of smaller individual projects to be phased;
(d) A regulation to be implemented by subsequent projects;
(e) A project to be carried out pursuant to a development agreement;
(f) A project pursuant to or furthering a redevelopment plan;
(g) A state highway or mass transit project subject to multiple reviews or approvals; or
(h) A regional transportation plan or congestion management plan.

A Master EIR must do both of the following:

(a) Describe and present sufficient information about anticipated subsequent projects within its scope, including their size, location, intensity, and scheduling; and
(b) Preliminarily describe potential impacts of anticipated subsequent projects for which insufficient information is available to support a full impact assessment.

The City and Responsible Agencies identified in the Master EIR may use the Master EIR to limit environmental review of subsequent projects. However, the Lead Agency for the subsequent project must prepare an Initial Study to determine whether the subsequent project and its significant environmental effects were included in the Master EIR. If the Lead Agency for the subsequent project finds that the subsequent project will have no additional significant environmental effect and that no new mitigation measures or alternatives may be required, it may prepare written findings to that effect without preparing a new environmental document. When the Lead Agency makes this finding, it must provide public notice of the availability of its proposed finding for public review and comment in the same manner as if it were providing public notice of the availability of a draft EIR. (See Sections 15177(d) and 15087 of the State CEQA Guidelines and Section 7.25 of these Local Guidelines.)

A previously certified Master EIR cannot be relied upon to limit review of a subsequent project if:

(a) A project not identified in the certified Master EIR has been approved and that project may affect the adequacy of the Master EIR for the subsequent project now under consideration; or
(b) The Master EIR was certified more than five (5) years before the filing of an application for the subsequent project, unless the City reviews the adequacy of the Master EIR and:

    (1) Finds that, since the Master EIR was certified, no substantial changes have occurred that would cause the subsequent project to have significant environmental impacts, and there is no new information that the subsequent project would have significant environmental impacts; or

    (2) Prepares an Initial Study and either certifies a Subsequent or Supplemental EIR or adopts a Mitigated Negative Declaration that addresses any substantial changes or new information that would cause the subsequent project to have potentially significant environmental impacts. The certified subsequent or supplemental EIR must either be incorporated into the previously certified Master EIR or the City must identify any deletions, additions or other modifications to the previously certified Master EIR in the new document. The City may include a section in the subsequent or supplemental EIR that identifies these changes to the previously certified Master EIR.

When the Lead Agency cannot find that the subsequent project will have no additional significant environmental effect and no new mitigation measures or alternatives will be required, it must prepare either a Mitigated Negative Declaration or an EIR for the subsequent project.

(Reference: State CEQA Guidelines, § 15175.)

8.12 FOCUSED EIR.

A Focused EIR is an EIR for a subsequent project identified in a Master EIR. It may be used only if the City finds that the Master EIR's analysis of cumulative, growth-inducing, and irreversible significant environmental effects is adequate for the subsequent project. The Focused EIR must incorporate by reference the Master EIR.

The Focused EIR must analyze additional significant environmental effects not addressed in the Master EIR and any new mitigation measures or alternatives not included in the Master EIR. "Additional significant effects on the environment" means those project-specific effects on the environment that were not addressed as significant effects on the environment in the Master EIR.

The Focused EIR must also examine the following:

(a) Significant effects discussed in the Master EIR for which substantial new information exists that shows those effects may be more significant than described in the Master EIR;
(b) Those mitigation measures found to be infeasible in the Master EIR for which substantial new information exists that shows the effects may be more significant than described in the Master EIR; and
(c) Those mitigation measures found to be infeasible in the Master EIR for which substantial new information exists that shows those measures may now be feasible.

The Focused EIR need not examine the following effects:

(a) Those that were mitigated through Master EIR mitigation measures; or
(b) Those that were examined in the Master EIR in sufficient detail to allow project-specific mitigation or for which mitigation was found to be the responsibility of another agency.

A Focused EIR may be prepared for a multifamily residential project not exceeding 100 units or a mixed use residential project not exceeding 100,000 square feet even though the project was not identified in a Master EIR, if the following conditions are met:

(a) The project is consistent with a general plan, specific plan, community plan, or zoning ordinance for which an EIR was prepared within five (5) years of the Focused EIR's certification;
(b) The project does not require the preparation of a Subsequent or Supplemental EIR; and
(c) The parcel is surrounded by immediately contiguous urban development, was previously developed with urban uses, or is within one-half mile of a rail transit station.

A Focused EIR for these projects should be limited to potentially significant effects that are project-specific and/or which substantial new information shows will be more significant than described in the Master EIR. No discussion shall be required of alternatives to the project, cumulative impacts of the project, or the growth-inducing impacts of the project. (See State CEQA Guidelines section 15179.5.)

8.13 SPECIAL REQUIREMENTS FOR REDEVELOPMENT PROJECTS.

An EIR for a redevelopment plan may be a Master EIR, Program EIR or Project EIR. An EIR for a redevelopment plan must specify whether it is a Master EIR, a Program EIR or a Project EIR. Normally, the City will not be a Lead Agency for a redevelopment plan. However, if the City is a Responsible Agency on such a project, the City should endeavor to ensure that the county and/or applicable city as the case may be, as Lead Agency, analyzes these impacts in accordance with CEQA.

If a Program EIR is prepared for a redevelopment plan, subsequent activities in the redevelopment program will be subject to review if they would have effects that were not examined in the Program EIR. The Lead Agency should use a written checklist or similar device to document the evaluation of the site and the proposed activity to determine whether the environmental effects of the operation were indeed covered in the Program EIR. If the Lead Agency finds that no new effects could occur, no new mitigation measures would be required or that State CEQA Guidelines sections 15162 and 15163 do not otherwise apply, the Lead Agency can approve the activity as being within the scope of the project covered by the Program EIR, and no new environmental document is required.

If the EIR for a redevelopment plan is a Project EIR, all public and private activities or undertakings pursuant to or in furtherance of the Redevelopment Plan shall constitute a single project, which shall be deemed approved at the time of the adoption of the Redevelopment Plan. Once certified, no subsequent EIRs will be needed unless required by State CEQA Guidelines sections 15162 or 15163. (State CEQA Guidelines section 15180.) If a Master EIR is prepared for a redevelopment plan, subsequent projects will be subject to review if they would have effects that were not examined in the Master EIR. If no new effects could occur or no new mitigation measures would be required, the Lead Agency can approve the activity as being within the scope of the project covered by the Master EIR, and no new environmental document is required.

(Reference: State CEQA Guidelines, § 15180.)

9. AFFORDABLE HOUSING

9.01 STREAMLINED, MINISTERIAL APPROVAL PROCESS FOR AFFORDABLE HOUSING PROJECTS

The legislature has provided reforms and incentives to facilitate and expedite the approval and construction of affordable housing.

(a) An applicant may submit an application for a development that is subject to the streamlined, ministerial approval process and is not subject to a conditional use permit or any other non-legislative discretionary approval if the development satisfies all of the following objective planning standards:

(i) The development is a multifamily housing development that contains two or more residential units.

(ii) The development is located on a site that satisfies the following:

(A) A site that is a legal parcel or parcels located in a city if, and only if, the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel or parcels wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(B) A site in which at least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For the purposes of this section, parcels that are only separated by a street or highway shall be considered to be adjoined.

(C)(1) A site that meets the requirements of clause (2) and satisfies any of the following:

(I) The site is zoned for residential use or residential mixed-use development.

(II) The site has a general plan designation that allows residential use or a mix of residential and nonresidential uses.

(III) The site is zoned for office or retail commercial use and meets the requirements of Gov. Code section 65852.24.

(2) At least two-thirds of the square footage of the development designated for residential use. Additional density, floor area, and units, and any other concession, incentive, or waiver of development standards granted pursuant to the Density Bonus Law in Government Code section 65915 shall be included in the square footage calculation. The square footage of the development shall not include underground space, such as basements or underground parking garages.

(iii) If the development contains units that are subsidized, the development proponent already has recorded, or is required by law to record, a land use restriction for the following applicable minimum durations:

(A) Fifty-five years for units that are rented.

(B) Forty-five years for units that are owned.

(iv) The development satisfies both of the following:

(A) The development is located in a locality that the department has determined is subject to this subparagraph on the basis that the number of units that have been issued building permits is less than the locality's share of the regional housing needs, by income category, for that reporting period. A locality shall remain eligible under this subparagraph until the department's determination for the next reporting period. A locality shall be subject to this subparagraph if it has not submitted an annual housing element report to the department pursuant to paragraph (2) of subdivision (a) of Section 65400 for at least two consecutive years before the development submitted an application for approval under this section.

(B) The development is subject to a requirement mandating a minimum percentage of below market rate housing based on one of the following:

(1) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or that production report reflects that there were fewer units of above moderate-income housing approved than were required for the regional housing needs assessment cycle for that reporting period. In addition, if the project contains more than 10 units of housing, the project seeking approval dedicates a minimum of 10 percent of the total number of units, before calculating any density bonus, to housing affordable to households making below 80 percent of the area median income. If the locality has adopted a local ordinance that requires that greater than 10 percent of the units be dedicated to housing affordable to households making below 80 percent of the area median income, that zoning ordinance applies.

(2) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or that production report reflects that there were fewer units of housing affordable to households making below 80 percent of the area median income that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, and the project seeking approval dedicates 50 percent of the total number of units, before calculating any density bonus, to housing affordable to households making below 80 percent of the area median income, unless the locality has adopted

a local ordinance that requires that greater than 50 percent of the units be dedicated to housing affordable to households making below 80 percent of the area median income, in which case that ordinance applies.

(3) The locality did not submit its latest production report to the department by the time period required by Government Code section 65400, or if the production report reflects that there were fewer units of housing affordable to any income level described in clause (i) or (ii) that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, the project seeking approval may choose between utilizing clause (i) or (ii).

(v) The development, excluding any additional density or any other concessions, incentives, or waivers of development standards granted pursuant to the Density Bonus Law in Government Code section 65915, is consistent with objective zoning standards and objective design review standards in effect at the time that the development is submitted to the local government pursuant to this section. For purposes of this paragraph, "objective zoning standards" and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a city or county, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances, subject to the following:

(A) A development shall be deemed consistent with the objective zoning standards related to housing density, as applicable, if the density proposed is compliant with the maximum density allowed within that land use designation, notwithstanding any specified maximum unit allocation that may result in fewer units of housing being permitted.

(B) In the event that objective zoning, general plan, or design review standards are mutually inconsistent, a development shall be deemed consistent with the objective zoning standards pursuant to this section if the development is consistent with the standards set forth in the general plan.

(C) A project that satisfies the requirements of Government Code section 65852.24 shall be deemed consistent with objective zoning standards, objective design standards, and objective subdivision standards if the project is consistent with the provisions of subdivision (b) of Government Code section 65852.24 and if none of the square footage in the project is designated for hotel, motel, bed and breakfast inn, or other transient lodging use, except for a residential hotel. For purposes of this subdivision, "residential hotel" shall have the same meaning as defined in Section 50519 of the Health and Safety Code.(vi) The development is not located on a site that is any of the following:

(A) A coastal zone, as defined in Division 20 (commencing with Section 30000) of the Public Resources Code.

(B) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

(C) Wetlands, as defined in the United States Fish and Wildlife Service Manual.

(D) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Government Code section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(E) A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply:

(i) The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for residential use or residential mixed uses. This section does not alter or change the conditions to remove a site from the list of hazardous waste sites listed pursuant to Government Code section 65962.5; or

(ii) The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code, has otherwise determined that the site is suitable for residential use or residential mixed uses.

(F) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California

Building Standards Law, Health and Safety Code section 18901, and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

(G) Within a flood plain as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has been issued a flood plain development permit pursuant to Code of Federal Regulations section 59.1.

(H) Within a floodway as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Code of Federal Regulations section 60.3(d)(3).

(I) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, Fish and Game Code section 2800, habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(J) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act, Fish and Game Code section 2050, or the Native Plant Protection Act, Fish and Game Code section 1900.

(K) Lands under conservation easement.

(vii) The development is not located on a site where any of the following apply:

(A) The development would require the demolition of the following types of housing:

(1) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(2) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(3) Housing that has been occupied by tenants within the past 10 years.

(B) The site was previously used for housing that was occupied by tenants that was demolished within 10 years before the development proponent submits an application under this section.

(C) The development would require the demolition of a historic structure that was placed on a national, state, or local historic register.

(D) The property contains housing units that are occupied by tenants, and units at the property are, or were, subsequently offered for sale to the general public by the subdivider or subsequent owner of the property.

(viii) The applicant has done both of the following, as applicable:

(A) Certified to the locality that either of the following is true, as applicable:

(1) The entirety of the development is a public work for purposes of Labor Code section 1720.

(2) If the development is not in its entirety a public work, that all construction workers employed in the execution of the development will be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Labor Code sections 1773 and 1773.9, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. If the development is subject to this subparagraph, then for those portions of the development that are not a public work all of the following shall apply:

(I) The development proponent shall ensure that the prevailing wage requirement is included in all contracts for the performance of the work.

(II) All contractors and subcontractors shall pay to all construction workers employed in the execution of the work at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.

(III) Except as provided in subsection (V), all contractors and subcontractors shall maintain and verify payroll records pursuant to Labor Code section 1776 and make those records available for inspection and copying as provided in therein.

(IV) Except as provided in subsection (V), the obligation of the contractors and subcontractors to pay prevailing wages may be enforced by the Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to Labor Code section 1741, which may be reviewed pursuant to Labor Code section 1742, within 18 months after the completion of the development, by an underpaid worker through an administrative

complaint or civil action, or by a joint labor-management committee though a civil action under Labor Code section 1771.2. If a civil wage and penalty assessment is issued, the contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages pursuant to Labor Code section 1742.1.

(V) Subsections (III) and (IV) shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. For purposes of this clause, "project labor agreement" has the same meaning as set forth in Public Contract Code section 2500(b)(1).

(VI) Notwithstanding Labor Code section 1773.1, subdivision (c), the requirement that employer payments not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing shall not apply if otherwise provided in a bona fide collective bargaining agreement covering the worker. The requirement to pay at least the general prevailing rate of per diem wages does not preclude use of an alternative workweek schedule adopted pursuant to Labor Code section 511 or 514.

(B)(1) For developments for which any of the following conditions apply, certified that a skilled and trained workforce shall be used to complete the development if the application is approved:

(I) On and after January 1, 2018, until December 31, 2021, the development consists of 75 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction located in a coastal or bay county with a population of 225,000 or more.

(II) On and after January 1, 2022, until December 31, 2025, the development consists of 50 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction located in a coastal or bay county with a population of 225,000 or more.

(III) On and after January 1, 2018, until December 31, 2019, the development consists of 75 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal or bay county.

(IV) On and after January 1, 2020, until December 31, 2021, the development consists of more than 50 units and will be located within a

jurisdiction with a population of fewer than 550,000 and that is not located in a coastal or bay county.

(V) On and after January 1, 2022, until December 31, 2025, the development consists of more than 25 units and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal bay county.

(2) For purposes of this section, "skilled and trained workforce" has the same meaning as provided in the Public Contract Code section 2600.

(3) If the development proponent has certified that a skilled and trained workforce will be used to complete the development and the application is approved, the following shall apply:

(I) The applicant shall require in all contracts for the performance of work that every contractor and subcontractor at every tier will individually use a skilled and trained workforce to complete the development.

(II) Every contractor and subcontractor shall use a skilled and trained workforce to complete the development.

(III) Except as provided in subdivision (IV), the applicant shall provide to the locality, on a monthly basis while the development or contract is being performed, a report demonstrating compliance with Public Contract Code section 2600. A monthly report provided to the locality pursuant to this subclause shall be a public record under the California Public Records Act (Government Code section 7920.000 et seq.) and shall be open to public inspection. An applicant that fails to provide a monthly report demonstrating compliance with Public Contract Code section 2600 shall be subject to a civil penalty of ten thousand dollars ($10,000) per month for each month for which the report has not been provided. Any contractor or subcontractor that fails to use a skilled and trained workforce shall be subject to a civil penalty of two hundred dollars ($200) per day for each worker employed in contravention of the skilled and trained workforce requirement. Penalties may be assessed by the Labor Commissioner within 18 months of completion of the development using the same procedures for issuance of civil wage and penalty assessments pursuant to Labor Code section 1741, and may be reviewed pursuant to the same procedures in Labor Code section 1742. Penalties shall be paid to the State Public Works Enforcement Fund.

(IV) Subdivision (III) shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires compliance with the skilled and trained

workforce requirement and provides for enforcement of that obligation through an arbitration procedure. For purposes of this subparagraph, "project labor agreement" has the same meaning as set forth in Public Contract Code section 2500(b)(1).

(C) Notwithstanding subparagraphs (A) and (B) above, a development that is subject to approval pursuant to this section is exempt from any requirement to pay prevailing wages or use a skilled and trained workforce if it meets both of the following:

(1) The project includes 10 or fewer units.

(2) The project is not a public work for purposes of Labor Code section 1720.

(ix) The development did not or does not involve a subdivision of a parcel that is, or, notwithstanding this section, would otherwise be, subject to the Subdivision Map Act (Government Code section 66410, et seq.) or any other applicable law authorizing the subdivision of land, unless either of the following apply:

(A) The development has received or will receive financing or funding by means of a low-income housing tax credit and is subject to the requirement that prevailing wages be paid pursuant to subparagraph (A) of paragraph (viii).

(B) The development is subject to the requirement that prevailing wages be paid, and a skilled and trained workforce used, pursuant to paragraph (h).

(x) The development shall not be upon an existing parcel of land or site that is governed under the Mobilehome Residency Law, Civil Code section 798, the Recreational Vehicle Park Occupancy Law, Civil Code section 799.20, the Mobilehome Parks Act, Health and Safety Code section 18200, or the Special Occupancy Parks Act, Health and Safety Code section 18860.

(b) (i)(A)(1) Before submitting an application for a development subject to the streamlined, ministerial approval process described in this section, the development proponent shall submit to the local government a notice of its intent to submit an application. The notice of intent shall be in the form of a preliminary application that includes all of the information described in Section 65941.1 of the Government Code, as that section read on January 1, 2020.

(2) Upon receipt of a notice of intent to submit an application, the local government shall engage in a scoping consultation regarding the proposed development with any California Native American tribe that is traditionally and culturally affiliated with the geographic area, as described in Section 21080.3.1 of the Public Resources Code, of the proposed development. In order to expedite compliance with this subdivision, the local government

shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development.

(3) The timeline for noticing and commencing a scoping consultation in accordance with this subdivision shall be as follows:

A. The local government shall provide a formal notice of a development proponent's notice of intent to submit an application to each California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed development within 30 days of receiving that notice of intent. The formal notice provided pursuant to this subclause shall include all of the following:

1. A description of the proposed development.
2. The location of the proposed development.
3. An invitation to engage in a scoping consultation in accordance with this subdivision.

B. Each California Native American tribe that receives a formal notice pursuant to this clause shall have 30 days from the receipt of that notice to accept the invitation to engage in a scoping consultation.

C. If the local government receives a response accepting an invitation to engage in a scoping consultation pursuant to this subdivision, the local government shall commence the scoping consultation within 30 days of receiving that response.

(B) The scoping consultation shall recognize that California Native American tribes traditionally and culturally affiliated with a geographic area have knowledge and expertise concerning the resources at issue and shall take into account the cultural significance of the resource to the culturally affiliated California Native American tribe.

(C) The parties to a scoping consultation conducted pursuant to this subdivision shall be the local government and any California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development. More than one California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development may participate in the scoping consultation. However, the local government, upon the request of any California Native American tribe traditionally and culturally affiliated with the geographic area of the proposed development, shall engage in a separate scoping consultation with that California Native American tribe. The development proponent and its consultants may participate in a scoping

consultation process conducted pursuant to this subdivision if all of the following conditions are met:

(1) The development proponent and its consultants agree to respect the principles set forth in this subdivision.

(2) The development proponent and its consultants engage in the scoping consultation in good faith.

(3) The California Native American tribe participating in the scoping consultation approves the participation of the development proponent and its consultants. The California Native American tribe may rescind its approval at any time during the scoping consultation, either for the duration of the scoping consultation or with respect to any particular meeting or discussion held as part of the scoping consultation.

(D) The participants to a scoping consultation pursuant to this subdivision shall comply with all of the following confidentiality requirements: (1) Government Code section 7927.000 and 7927.005; Government Code section 6254.10; Public Resources Code section 21083.3, subdivision (c); (4) State CEQA Guidelines section 15120, subdivision (d); and any additional confidentiality standards adopted by the California Native American tribe participating in the scoping consultation.

(E) CEQA does not apply to the scoping consultation conducted pursuant to this subdivision.

(b) (ii)(A) If, after concluding the scoping consultation, the parties find that no potential tribal cultural resource would be affected by the proposed development, the development proponent may submit an application for the proposed development that is subject to the streamlined, ministerial approval process described in this section

(B) If, after concluding the scoping consultation, the parties find that a potential tribal cultural resource could be affected by the proposed development and an enforceable agreement is documented between the California Native American tribe and the local government on methods, measures, and conditions for tribal cultural resource treatment, the development proponent may submit the application for a development subject to the streamlined, ministerial approval process described in this section. The local government shall ensure that the enforceable agreement is included in the requirements and conditions for the proposed development.

(C) If, after concluding the scoping consultation, the parties find that a potential tribal cultural resource could be affected by the proposed development and an enforceable agreement is not documented between the California Native American

tribe and the local government regarding methods, measures, and conditions for tribal cultural resource treatment, the development shall not be eligible for the streamlined, ministerial approval process described in this section.

(D) For purposes of this paragraph, a scoping consultation shall be deemed to be concluded if either of the following occur:

(1) The parties to the scoping consultation document an enforceable agreement concerning methods, measures, and conditions to avoid or address potential impacts to tribal cultural resources that are or may be present.

(2) One or more parties to the scoping consultation, acting in good faith and after reasonable effort, conclude that a mutual agreement on methods, measures, and conditions to avoid or address impacts to tribal cultural resources that are or may be present cannot be reached.

(E) If the development or environmental setting substantially changes after the completion of the scoping consultation, the local government shall notify the California Native American tribe of the changes and engage in a subsequent scoping consultation if requested by the California Native American tribe.

(b) (iii) A local government may only accept an application for streamlined, ministerial approval pursuant to this section if one of the following applies:

(A) A California Native American tribe that received a formal notice of the development proponent's notice of intent to submit an application pursuant to this section did not accept the invitation to engage in a scoping consultation.

(B) The California Native American tribe accepted an invitation to engage in a scoping consultation pursuant to this section but substantially failed to engage in the scoping consultation after repeated documented attempts by the local government to engage the California Native American tribe.

(C) The parties to a scoping consultation pursuant to this subdivision find that no potential tribal cultural resource will be affected by the proposed development.

(D) A scoping consultation between a California Native American tribe and the local government has occurred and resulted in an agreement.

(b) (iv) A project shall not be eligible for the streamlined, ministerial process described in this section if any of the following apply:

(A) There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project.

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(B) There is a potential tribal cultural resource that could be affected by the proposed development and the parties to a scoping consultation conducted pursuant to this subdivision do not document an enforceable agreement on methods, measures, and conditions for tribal cultural resource treatment, as described in this section.

(C) The parties to a scoping consultation conducted pursuant to this subdivision do not agree as to whether a potential tribal cultural resource will be affected by the proposed development.

(b) (v)(A) If, after a scoping consultation conducted pursuant to this subdivision, a project is not eligible for the streamlined, ministerial process described in this section for any or all of the following reasons, the local government shall provide written documentation of that fact, and an explanation of the reason for which the project is not eligible, to the development proponent and to any California Native American tribe that is a party to that scoping consultation:

(1) There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project.

(2) The parties to the scoping consultation have not documented an enforceable agreement on methods, measures, and conditions for tribal cultural resource treatment.

(3) The parties to the scoping consultation do not agree as to whether a potential tribal cultural resource will be affected by the proposed development.

(b) (v)(B) The written documentation provided to a development proponent pursuant to this paragraph shall include information on how the development proponent may seek a conditional use permit or other discretionary approval of the development from the local government.

(b) (vi) This section is not intended, and shall not be construed, to limit consultation and discussion between a local government and a California Native American tribe pursuant to other applicable law, confidentiality provisions under other applicable law, the protection of religious exercise to the fullest extent permitted under state and federal law, or the ability of a California Native American tribe to submit information to the local government or participate in any process of the local government.

(b) (vii) For purposes of this subdivision:

(A) "Consultation" means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where

feasible, seeking agreement. Consultation between local governments and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural importance. A lead agency shall consult the tribal consultation best practices described in the "State of California Tribal Consultation Guidelines: Supplement to the General Plan Guidelines" prepared by the Office of Planning and Research.

(B) "Scoping" means the act of participating in early discussions or investigations between the local government and California Native American tribe, and the development proponent if authorized by the California Native American tribe, regarding the potential effects a proposed development could have on a potential tribal cultural resource, as defined in Section 21074 of the Public Resources Code, or California Native American tribe, as defined in Section 21073 of the Public Resources Code.

(b) (viii) This subdivision (b) shall not apply to any project that has been approved under the streamlined, ministerial approval process provided under this section before September 25, 2020.

(c)(i) If a local government determines that a development submitted pursuant to this section is consistent with the objective planning standards specified in subdivision (a) and pursuant to paragraph (iii) of this subdivision, it shall approve the development. If a local government determines that a development submitted pursuant to this section is in conflict with any of the objective planning standards specified in subdivision (a), it shall provide the development proponent written documentation of which standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards, as follows:

(A) Within 60 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.

(B) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.

(ii) If the local government fails to provide the required documentation pursuant to paragraph (1), the development shall be deemed to satisfy the objective planning standards specified in subdivision (a).

(iii) For purposes of this section, a development is consistent with the objective planning standards specified in subdivision (a) if there is substantial evidence that would allow a

reasonable person to conclude that the development is consistent with the objective planning standards. The local government shall not determine that a development, including an application for a modification under subdivision (g), is in conflict with the objective planning standards on the basis that application materials are not included, if the application contains substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards.

(d) (i) Any design review or public oversight of the development may be conducted by the local government's planning commission or any equivalent board or commission responsible for review and approval of development projects, or the city council or board of supervisors, as appropriate. That design review or public oversight shall be objective and be strictly focused on assessing compliance with criteria required for streamlined projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, and shall be broadly applicable to development within the jurisdiction. That design review or public oversight shall be completed, and if the development is consistent with all objective standards, the local government shall approve the development as follows and shall not in any way inhibit, chill, or preclude the ministerial approval provided by this section or its effect, as applicable:

(A) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.

(B) Within 180 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.

(ii) If the development is consistent with the requirements of subparagraph (A) or (B) of paragraph (ix) of subdivision (a) and is consistent with all objective subdivision standards in the local subdivision ordinance, an application for a subdivision pursuant to the Subdivision Map Act (Division 2 (commencing with Government Code section 66410)) shall be exempt from the requirements of CEQA and shall be subject to the public oversight timelines set forth in paragraph (i).

(iii) If a local government determines that a development submitted pursuant to this section is in conflict with any of the standards imposed pursuant to paragraph (i), it shall provide the development proponent written documentation of which objective standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that objective standard or standards consistent with the timelines described in paragraph (i) of subdivision (c).

(e) (i) Notwithstanding any other law, a local government, whether or not it has adopted an ordinance governing parking requirements in multifamily developments, shall not impose parking standards for a streamlined development that was approved pursuant to this section in any of the following instances:

(A) The development is located within one-half mile of public transit.

(B) The development is located within an architecturally and historically significant historic district.

(C) When on-street parking permits are required but not offered to the occupants of the development.

(D) When there is a car share vehicle located within one block of the development.

(ii) If the development does not fall within any of the categories described in paragraph (1), the local government shall not impose parking requirements for streamlined developments approved pursuant to this section that exceed one parking space per unit.

(f) (i) If a local government approves a development pursuant to this section, then, notwithstanding any other law, that approval shall not expire if the project satisfies both of the following requirements:

(A) The project includes public investment in housing affordability, beyond tax credits.

(B) At least 50 percent of the units are affordable to households making at or below 80 percent of the area median income.

(ii) If a local government approves a development pursuant to this section, and the project does not satisfy the requirements of subparagraphs (A) and (B) of paragraph (f)(i), that approval shall remain valid for three years from the date of the final action establishing that approval, or if litigation is filed challenging that approval, from the date of the final judgment upholding that approval. Approval shall remain valid for a project provided construction activity, including demolition and grading activity, on the development site has begun pursuant to a permit issued by the local jurisdiction and is in progress. For purposes of this subdivision, "in progress" means one of the following:

(A) The construction has begun and has not ceased for more than 180 days.

(B) If the development requires multiple building permits, an initial phase has been completed, and the project proponent has applied for and is diligently pursuing a building permit for a subsequent phase, provided that once it has been issued, the building permit for the subsequent phase does not lapse.

(C) Notwithstanding subparagraph (ii), a local government may grant a project a one-time, one-year extension if the project proponent can provide documentation that there has been significant progress toward getting the development construction ready, such as filing a building permit application.

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(iii) If the development proponent requests a modification pursuant to subdivision (g), then the time during which the approval shall remain valid shall be extended for the number of days between the submittal of a modification request and the date of its final approval, plus an additional 180 days to allow time to obtain a building permit. If litigation is filed relating to the modification request, the time shall be further extended during the pendency of the litigation. The extension required by this paragraph shall only apply to the first request for a modification submitted by the development proponent.

(g) (i)(A) A development proponent may request a modification to a development that has been approved under the streamlined, ministerial approval process provided in subdivision (b) if that request is submitted to the local government before the issuance of the final building permit required for construction of the development.

(i)(B) Except as provided in paragraph (g)(iiii), the local government shall approve a modification if it determines that the modification is consistent with the objective planning standards specified in subdivision (a) that were in effect when the original development application was first submitted.

(i)(C) The local government shall evaluate any modifications requested pursuant to this subdivision for consistency with the objective planning standards using the same assumptions and analytical methodology that the local government originally used to assess consistency for the development that was approved for streamlined, ministerial approval pursuant to subdivision (b).

(i)(D) A guideline that is adopted or amended by the Department of Housing and Community Development after a development is approved through the streamlined, ministerial approval process described in subdivision (b) shall not be used as a basis to deny proposed modifications.

(ii) Upon receipt of the development proponent's application requesting a modification, the local government shall determine if the requested modification is consistent with the objective planning standard and either approve or deny the modification request within 60 days after submission of the modification, or within 90 days if design review is required.

(iii) Notwithstanding paragraph (g)(i), the local government may apply objective planning standards adopted after the development application was first submitted to the requested modification in any of the following instances:

(A) The development is revised such that the total number of residential units or total square footage of construction changes by 15 percent or more. The calculation of the square footage of construction changes shall not include underground space.

(B) The development is revised such that the total number of residential units or total square footage of construction changes by 5 percent or more and it

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is necessary to subject the development to an objective standard beyond those in effect when the development application was submitted in order to mitigate or avoid a specific, adverse impact as that term is defined in subparagraph (A) of paragraph (1) of subdivision (j) of Government Code section 65589.5, upon the public health or safety and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact. The calculation of the square footage of construction changes shall not include underground space.

(C) Objective building standards contained in the California Building Standards Code (Title 24 of the California Code of Regulations), including, but not limited to, building plumbing, electrical fire, and grading codes, may be applied to all modification applications that are submitted prior to the first building permit application. Those standards may be applied to modification applications submitted after first building permit application if agreed to by the development proponent.

(iv) The local government's review of a modification request pursuant to this subdivision shall be strictly limited to determining whether the modification, including any modification to previously approved density bonus concessions or waivers, modify the development's consistency with the objective planning standards and shall not reconsider prior determinations that are not affected by the modification.

(h) (i) A local government shall not adopt or impose any requirement, including, but not limited to, increased fees or inclusionary housing requirements, that applies to a project solely or partially on the basis that the project is eligible to receive ministerial or streamlined approval pursuant to this section.

(ii) A local government shall issue a subsequent permit required for a development approved under this section if the application substantially complies with the development as it was approved pursuant to subdivision (b). Upon receipt of an application for a subsequent permit, the local government shall process the permit without unreasonable delay and shall not impose any procedure or requirement that is not imposed on projects that are not approved pursuant to this section. The local government shall consider the application for subsequent permits based upon the objective standards specified in any state or local laws that were in effect when the original development application was submitted, unless the development proponent agrees to a change in objective standards. Issuance of subsequent permits shall implement the approved development, and review of the permit application shall not inhibit, chill, or preclude the development. For purposes of this paragraph, a "subsequent permit" means a permit required subsequent to receiving approval under subdivision (b), and includes, but is not limited to, demolition, grading, and building permits and final maps, if necessary.

(i) (i) This section shall not affect a development proponent's ability to use any alternative streamlined by right permit processing adopted by a local government, including the provisions of Government Code section 65583.2(i).

(ii) This section shall not prevent a development from also qualifying as a housing development project entitled to the protections of Government Code section 65589.5. This paragraph does not constitute a change in, but is declaratory of, existing law.

(j) CEQA does not apply to actions taken by a state agency, local government, or the San Francisco Bay Area Rapid Transit District to:

(i) Lease, convey, or encumber land owned by the local government or the San Francisco Bay Area Rapid Transit District or to facilitate the lease, conveyance, or encumbrance of land owned by the local government, or for the lease of land owned by the San Francisco Bay Area Rapid Transit District in association with an eligible TOD project, as defined pursuant to Section 29010.1 of the Public Utilities Code, nor to any decisions associated with that lease, or to provide financial assistance to a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

(ii) Approve improvements located on land owned by the local government or the San Francisco Bay Area Rapid Transit District that are necessary to implement a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

(k) For purposes of this section the following definitions shall apply:

(1) "Affordable housing cost" has the same meaning as set forth in section 50052.5 of the Health and Safety Code.

(2) (A) Subject to the qualification provided by subparagraph (B), "affordable rent" has the same meaning as set forth in Section 50063 of the Health and Safety Code.

(B) For a development for which an application pursuant to this section was submitted prior to January 1, 2019, that includes 500 units or more of housing, and that dedicates 50 percent of the total number of units, before calculating any density bonus, to housing affordable to households making at, or below, 80 percent of the area median income, affordable rent for at least 30 percent of these units shall be set at an affordable rent as defined in subparagraph (k)(1), and "affordable rent" for the remainder of these units shall mean a rent that is consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-

income housing tax credits from the California Tax Credit Allocation Committee.

(3) "Department" means the Department of Housing and Community Development.

(4) "Development proponent" means the developer who submits an application for streamlined approval pursuant to this section.

(5) "Completed entitlements" means a housing development that has received all the required land use approvals or entitlements necessary for the issuance of a building permit.

(6) "Locality" or "local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(7) "Moderate income housing units" means housing units with an affordable housing cost or affordable rent for persons and families of moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

(8) "Production report" means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Government Code section 65400.

(9) "State agency" includes every state office, officer, department, division, bureau, board, and commission, but does not include the California State University or the University of California.

(10) "Subsidized" means units that are price or rent restricted such that the units are affordable to households meeting the definitions of very low and lower income, as defined in Sections 50079.5 and 50105 of the Health and Safety Code.

(11) "Reporting period" means either of the following:

(A) The first half of the regional housing needs assessment cycle.

(B) The last half of the regional housing needs assessment cycle.

(12) "Urban uses" means any current or former residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses.

(l) The determination of whether an application for a development is subject to the streamlined ministerial approval process provided by subdivision (b) is not a "project" under CEQA.

(m) This section shall remain in effect until January 1, 2026.

(Reference: Gov. Code, § 65913.4.)

9.02 MINISTERIAL APPROVAL PROCESS FOR URBAN LOT SPLITS AND HOUSING DEVELOPMENTS WITH NO MORE THAN TWO RESIDENTIAL UNITS WITHIN A SINGLE-FAMILY RESIDENTIAL ZONE (SB 9)

(a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, and shall therefore not be subject to CEQA, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel is not located on a site that is any of the following:

(A) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction;

(B) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993);

(C) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code—unless the parcel is a site excluded from the specified hazard zone by a local agency, or is a site that has adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development;

(D) A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the

Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses;

(E) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law, and by any local building department;

(F) Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency;

(G) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification;

(H) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan pursuant to the federal Endangered Species Act of 1973, or other adopted natural resources protection plan;

(I) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973, the California Endangered Species Act, or the Native Plant Protection Act; or lands under conservation easement; or

(J) Lands under conservation easement.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power;

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows; or

(B) The site has not been occupied by a tenant in the last three years

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

Other regulations governing the approval of a housing development under this section are set forth in Government Code section 65852.21(a).

(b) Notwithstanding any other provision of local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split—and such urban lot split shall therefore not be subject to CEQA—only if the local agency determines that the parcel map for the urban lot split meets all of the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) Both newly created parcels are no smaller than 1,200 square feet, except that a local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval.

(3) The parcel being subdivided meets all of the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel is not located on a site enumerated in Paragraph (a)(2) above.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

Other regulations governing the approval of an urban lot split under this section are set forth in Government Code section 65852.21(b).

9.03 APPROVAL OF ORDINANCE TO ZONE ANY PARCEL FOR UP TO 10 UNITS OF RESIDENTIAL DENSITY PER PARCEL IN CERTAIN CIRCUMSTANCES (SB 10)

(a) A local government may adopt an ordinance to zone a parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area or an urban infill site. This subsection shall not apply to either of the following:

(1) Parcels located within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This paragraph does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(2) Any local restriction enacted or approved by a local initiative that designates publicly owned land as open-space land, as defined in subdivision (h) of Section 65560, or for park or recreational purposes.

(b) An ordinance adopted in accordance with this section, and any resolution to amend the jurisdiction's General Plan, ordinance, or other local regulation adopted to be consistent with that zoning ordinance, shall not constitute a "project" under CEQA.

(c) Notwithstanding any other law that allows ministerial or by right approval of a development project or that grants an exemption from CEQA, a residential or mixed-use residential project consisting of more than 10 new residential units on one or more parcels that are zoned pursuant to an ordinance adopted under this section shall not be approved ministerially or by right and shall not be exempt from CEQA. This subdivision, however, shall not apply to a project located on a parcel or parcels that are zoned pursuant to an ordinance adopted under this section, but subsequently rezoned without regard to this section. A subsequent ordinance adopted to rezone the parcel or parcels shall not be exempt from CEQA. Any environmental review conducted to adopt the subsequent ordinance shall consider the change in the zoning applicable to the parcel or parcels before they were zoned or rezoned pursuant to the ordinance adopted under this section.

Other regulations governing the approval of an ordinance under this section are set forth in Government Code section 65913.5.

9.04 HOUSING SUSTAINABILITY DISTRICTS.

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries. The general plan must contain seven mandatory elements, including a housing element. Existing law provides for various reforms and incentives intended to facilitate and expedite the construction of affordable housing. Senate Bill 73 authorizes a city, county, or city and county, including a charter agency, to establish by ordinance a housing sustainability district that meets specified requirements, including authorizing residential use within the district through the ministerial issuance of a permit. The agency is authorized to apply to the Department of Housing and Community Development for approval of a zoning incentive payment and requires the agency to provide specified information about the proposed housing sustainability district ordinance. The department is required to approve a zoning incentive payment if the ordinance meets the above-described requirements and the agency's housing element is in compliance with specified law.

A city, county, or city and county with a housing sustainability district would be entitled to a zoning incentive payment, subject to appropriation of funds for that purpose, and require that one-half of the amount be paid when the department approves the zone and one-half of the amount be paid when the department verifies that permits for the construction of the units have issued within the zone, provided that the city, county, or city and county has received a certificate of compliance for the applicable year. If the agency reduces the density of sites within the district from specified levels set forth in the Senate Bill 73, the agency would be required to return the full amount of zoning incentive payments it has received to the department. The bill also authorizes a developer to develop a project in a housing sustainability district in accordance with the already existing land use approval procedures that would otherwise apply to the parcel in the absence of the establishment of the housing sustainability district pursuant to its provisions, as provided.

As it relates specifically to CEQA, a Lead Agency designating a housing sustainability district is required to prepare an EIR pursuant to Government Code section 66201 to identify and mitigate, to the extent feasible, environmental impacts resulting from the designation. The EIR shall identify mitigation measures that may be undertaken by housing projects in the housing sustainability district to mitigate the environmental impacts identified in the EIR. Housing projects undertaken in the housing sustainability districts that meet specified requirements, including if the project satisfies certain design review standards applicable to development projects within the district provided the project is "complementary to adjacent buildings and structures and is consistent with the [agency's] general plan," are exempt under CEQA.

(Reference: Pub. Resources Code, § 21155.10, 21155.11.)

9.05 INTERIM MOTEL HOUSING PROJECTS.

"Interim motel housing projects" are statutorily exempt from CEQA. A project is exempt from CEQA as an "interim motel housing project" where the project consists of the conversion of a structure with a certificate of occupancy as a motel, hotel, residential hotel, or hostel to supportive or transitional housing and the conversion meets at least one of the following conditions: (1) the conversion does not result in the expansion of more than 10 percent of the floor area of any individual living unit in the structure; and (2) the conversion does not result in any significant effects relating to traffic, noise, air quality, or water quality.

If the City determines that a project is exempt from CEQA as an interim motel housing project, it must file a Notice of Exemption with the State Clearinghouse.

(Reference: Pub. Resources Code, § 21080.50 .)

9.06 SUPPORTIVE HOUSING AND "NO PLACE LIKE HOME" PROJECTS.

A decision by the City to seek funding from, or the Department of Housing and Community Development's awarding of funds pursuant to, the "No Place Like Home Program" (set forth in Part 3.9 of Division 5 of the Welfare and Institutions Code, commencing with Section 5849.1) does not constitute a "project" under CEQA.

"Supportive housing" in areas where multifamily and mixed uses are permitted may be a "use by right" and thus exempt from CEQA if the supportive housing project meets certain criteria

set forth in Government Code section 65651. A "supportive housing" project is a project that provides housing with no limit on length of stay, that is occupied by persons within the target population—i.e., persons with disabilities, families who are homeless, or homeless youth—and that is linked to onsite or offsite services that assist the supportive housing resident to retain housing, improve their health status, and maximize their ability to live and, when possible, work in the community. A policy by a city or county to approve as a use by right proposed housing developments with a limit higher than 50 units does not constitute a "project" under CEQA. To see the requirements of the exemptions relating to supportive housing, please see Government Code section 65651.

If a No Place Like Home project is not exempt from CEQA under Government Code section 65651, the development applicant may request, within 10 days after the City determines the type of environmental documentation required for the project under CEQA, that the City prepare and certify the record of proceeding for the environmental review of the No Place Like Home project in accordance with Public Resources Code section 21186.

If the City approves or determines to carry out a No Place Like Home project that is subject to CEQA, the City shall file a notice of that approval or determination in accordance with the requirements of Public Resources Code section 21151, subdivision (a), except that the Notice of Determination shall be filed within two working days after the approval or determination becomes final. Likewise, if the City approves or determines to carry out a No Place Like Home project that is not subject to CEQA, the City shall file a Notice of Exemption in accordance with the requirements of Public Resources Code section 21152, subdivision (b), except that the Notice of Exemption shall be filed within two working days after the approval or determination becomes final.

(Reference: Pub. Resources Code, § 21163, *et seq.*; Gov. Code, § 65651; Health & Safety Code, § 50675.14.)

9.07 AFFORDABLE HOUSING DEVELOPMENTS IN COMMERCIAL ZONES.

A proposed affordable multifamily housing development project is subject to streamlined, ministerial review and is not subject to CEQA if it meets the following requirements:

1. One hundred percent of the units within the development project, excluding managers' units, must be dedicated to lower income households at an affordable cost, as defined by Section 50052.5 of the Health and Safety Code, or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee. The units must be subject to a recorded deed restriction for a period of 55 years for rental units and 45 years for owner-occupied units.

2. The proposed development must meet applicable objective zoning standards, objective subdivision standards, and objective design review standards as further defined in Government Code section 65912.113(f) & (g).

3. The proposed housing development must meet certain density requirements set forth in Government Code section 65583.2(c)(3).

4. The project must be located in a zone where office, retail, or parking are a principally permitted use.

5. At least 75 percent of the perimeter of the project site must adjoin parcels that are developed with urban uses. Parcels that are only separated by a street or highway shall be considered adjoined.

6. The project may not be located on a site or adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use.

7. The project site must be located on a legal parcel or parcels that are either (a) in a city where the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau; or (b) in an unincorporated area, and the legal parcel or parcels are wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

8. None of the proposed housing may be located within 500 feet of a freeway.

9. None of the proposed housing may be located within 3,200 feet of a facility that actively extracts or refines oil or natural gas.

10. The project may not be located on a site that qualifies as either prime farmland or farmland of statewide importance.

11. The project site may not be located in wetlands.

12. The project site may not be located in a very high fire hazard severity zone.

13. The project site may not be located on a hazardous waste site, with limited exceptions as set forth in Government Code section 65913.4(a)(6)(E).

14. The project site may not be located within a delineated earthquake fault zone, unless the development complies with applicable seismic protection building code standards as set forth in Government Code section 65913.4(a)(6)(F).

15. The project may not be located within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency ("FEMA").

16. The project site may not be located within a regulatory floodway as determined by FEMA, with limited exceptions as set forth in Government Code section 65913.4(a)(6)(H).

17. The project site may not be located on lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan pursuant to the federal Endangered Species Act, or other adopted natural resource protection plan.

18. The project site may not be located on habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act, the California Endangered Species Act, or the Native Plant Protection Act.

19. The project site may not be located on lands under conservation easement.

20. The project site may not be located on an existing parcel of land or site that is governed under the Mobilehome Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobilehome Parks Act, or the Special Occupancy Parks Act.

21. For a project proposed on a site within a neighborhood plan area, the applicable neighborhood plan must permit multifamily housing development on the site. Additional requirements apply to projects within a neighborhood plan area as of January 1, 2024, as set forth in Government Code section 65912.113(i).

22. For a project proposed on a vacant site, the project may not result in significant and unavoidable impacts to tribal cultural resources on the site.

23. The development proponent must complete a Phase I Environmental Site Assessment, and the proponent must undertake additional measures if a recognized environmental condition is found as set forth in Government Code section 65912.113(c).

A project approved under this section must meet certain labor standards, as set forth in Government Code section 65912.130, et seq. For example, a private housing development project under this section is subject to a requirement that all construction workers employed in the execution of the development be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations.

(Reference: Gov. Code, § 65912.110, et seq.)

9.08 MIXED-INCOME HOUSING DEVELOPMENTS ALONG COMMERCIAL CORRIDORS.

A proposed multifamily housing development project is subject to streamlined, ministerial review and is not subject to CEQA if it meets the following requirements:

1. The proposed development project must meet all of the following affordability criteria, as set forth in greater detail in Government Code section 65912.122:

   (a)(1) A rental housing development shall include either of the following:

      (A) Eight percent of the units for very low income households and 5 percent of the units for extremely low income households; or

      (B) Fifteen percent of the units for lower income households.

(2) The development proponent must agree to, and the local government must ensure, the continued affordability of all affordable rental units included pursuant to this section for 55 years.

(b)(1) An owner-occupied housing development shall include either of the following:

(A) Thirty percent of the units must be offered at an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, to moderate-income households; or

(B) Fifteen percent of the units must be offered at an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, to lower income households.

(2) The development proponent must agree to, and the local government must ensure, the continued affordability of all affordable rental units included pursuant to this section for 45 years.

(c) If the local government has a local affordable housing requirement, the housing development project shall comply with all of the following:

(1) The development project shall include the percentage of affordable units required by this section or the local requirement, whichever is higher.

(2) The development project shall meet the lowest income targeting in either policy.

(3) If the local affordable housing requirement requires greater than 15 percent of the units to be dedicated for lower income households and does not require the inclusion of units affordable to very low and extremely low income households, then the rental housing development shall do both of the following:

(A) Include 8 percent of the units for very low income households and 5 percent of the units for extremely low income households; and

(B) Fifteen percent of units affordable to lower income households shall be subtracted from the percentage of units required by the local policy at the highest required affordability level.

(d) Affordable units in the development project shall have the same bedroom and bathroom count ratio as the market rate units, be equitably distributed within the project, and have the same type or quality of appliances, fixtures, and finishes.

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2. The project site must abut a commercial corridor and have frontage along the commercial corridor of at least 50 feet.

3. The project site may not be greater than 20 acres.

4. The project must be located in a zone where office, retail, or parking are a principally permitted use.

5. At least 75 percent of the perimeter of the project site must adjoin parcels that are developed with urban uses. Parcels that are only separated by a street or highway shall be considered adjoined.

6. The project may not be located on a site or adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use.

7. The project site must be located on a legal parcel or parcels that are either (a) in a city where the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau; or (b) in an unincorporated area, and the legal parcel or parcels are wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

8. The proposed development must meet applicable objective zoning standards, objective subdivision standards, and objective design review standards as further explained in Government Code section 65912.123(j).

9. The proposed housing development must meet certain density requirements set forth in Government Code section 65912.123(b).

10. The proposed housing development must meet certain height and setback requirements set forth in Government Code section 65912.123(c)-(d).

11. The project may not be located on a site where any of the following would apply:

    (a) The development would require the demolition of the following types of housing: (i) housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; (ii) housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power; (iii) or housing that has been occupied by tenants within the past 10 years, excluding any manager's units.

    (b) The site was previously used for permanent housing that was occupied by tenants, excluding any manager's units, that was demolished within 10 years before the development proponent submitted its application for the development.

(c) The site would require the demolition of a historic structure that was placed on a national, state, or local historic register.

(d) The property contains one to four dwelling units.

(e) The property is vacant and zoned for housing but not for multifamily residential use.

(f) The existing parcel of land or site is governed under the Mobilehome Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobilehome Parks Act, or the Special Occupancy Parks Act

12. None of the proposed housing may be located within 500 feet of a freeway.

13. None of the proposed housing may be located within 3,200 feet of a facility that actively extracts or refines oil or natural gas.

14. The project may not be located on a site that qualifies as either prime farmland or farmland of statewide importance.

15. The project site may not be located in wetlands.

16. The project site may not be located in a very high fire hazard severity zone.

17. The project site may not be located on a hazardous waste site, with limited exceptions as set forth in Government Code section 65913.4(a)(6)(E).

18. The project site may not be located within a delineated earthquake fault zone, unless the development complies with applicable seismic protection building code standards as set forth in Government Code section 65913.4(a)(6)(F).

19. The project may not be located within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency ("FEMA").

20. The project site may not be located within a regulatory floodway as determined by FEMA, with limited exceptions as set forth in Government Code section 65913.4(a)(6)(H).

21. The project site may not be located on lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan pursuant to the federal Endangered Species Act, or other adopted natural resource protection plan.

22. The project site may not be located on habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act, the California Endangered Species Act, or the Native Plant Protection Act.

23. The project site may not be located on lands under conservation easement.

24. For a project proposed on a site within a neighborhood plan area, the applicable neighborhood plan must permit multifamily housing development on the site. Additional requirements apply to projects within a neighborhood plan area as of January 1, 2024, as set forth in Government Code section 65912.121(i).

25. For a project proposed on a vacant site, the project may not result in significant and unavoidable impacts to tribal cultural resources on the site.

26. The development proponent must complete a Phase I Environmental Site Assessment, and the proponent must undertake additional measures if a recognized environmental condition is found as set forth in Government Code section 65912.123(f).

A project approved under this section must meet certain labor standards, as set forth in Government Code section 65912.130, et seq. For example, a private housing development project under this section is subject to a requirement that all construction workers employed in the execution of the development be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations.

(Reference: Gov. Code, § 65912.120, et seq.)

9.09 A RESPONSIBLE AGENCY'S PROVISION OF FINANCIAL ASSISTANCE OR INSURANCE FOR THE DEVELOPMENT AND CONSTRUCTION OF AFFORDABLE HOUSING.

Action taken by a local agency that is acting as a responsible agency – not as a lead agency – to provide financial assistance or insurance for the development and construction of residential housing for persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code, is exempt from CEQA if the project that is the subject of the application for financial assistance or insurance will be subject to CEQA review by another public agency.

(Reference: Pub. Resources Code, § 21080.10.)

9.10 EXEMPTION FOR SPECIFIED AFFORDABLE HOUSING PROJECTS.

If the conditions and requirements set forth in Public Resources code section 21080.40 are met, the following public agency action relating to an "affordable housing project" shall be exempt from CEQA :

1. The issuance of an entitlement by a public agency for an affordable housing project.

2. An action to lease, convey, or encumber land owned by a public agency for an affordable housing project.

3. An action to facilitate the lease, conveyance, or encumbrance of land owned or to be purchased by a public agency for an affordable housing project.

4. Rezoning, specific plan amendments, or general plan amendments required specifically and exclusively to allow the construction of an affordable housing project.

5. An action to provide financial assistance in furtherance of implementing an affordable housing project.

Section 21080.40 of the Public Resources Code defines "affordable housing project" as a project that meets the following requirements:

- The project consists of multifamily residential uses only or a mix of multifamily residential and nonresidential uses;

- At least two-thirds of the square footage of the project is designated for residential use;

- All of the project's residential units, excluding managers' units, are dedicated to lower income households, as defined by Health & Safety Code section 50079.5;

- The project meets the labor requirements set forth in Government Code section 65912.130, or Government Code section 65912.131 if the project has 50 or more residential units;

- The project is located on a parcel in any of the following locations: (i) an urbanized area or urban cluster, as designated by the United States Census Bureau, (ii) within one-half mile walking distance to either a high-quality transit corridor or a major transit stop, (iii) a very low vehicle travel area (defined as an urbanized area where existing residential development generates vehicle miles traveled per capita that is below 85 percent of either regional vehicle miles traveled per capita or city vehicle miles traveled per capita), or (iv) proximal to six or more certain specified amenities, including within one-half mile of a bus station or ferry terminal, or within one mile (or two miles if in a rural area) of a supermarket or grocery store, public park, community center, pharmacy or drugstore, medical clinic or hospital, public library, or a school; and

- Parcels that are developed with urban uses must adjoin at least 75 percent of the perimeter of the project site or at least three sides of a four-sided project site.

To qualify for this exemption, the affordable housing project must meet a series of requirements set forth in Public Resources Code section 21080.40. The requirements include that the affordable housing project be subject to a recorded California Tax Credit Allocation Committee regulatory agreement for at least 55 years upon completion of construction, and that the project site must be adequately served by existing utilities or extensions. In addition, the public agency must confirm that the project is not built on environmentally sensitive or hazardous land; that the project will not have significant and unavoidable tribal cultural resource impacts; that a Phase I environmental assessment was prepared and any hazardous substances on the site have been

remediated; and if the project site is not permitted for multifamily housing, that none of the housing is located within 500 feet of a freeway or within 3,200 feet of a facility that actively extracts or refines soil or natural gas; and that the project site is not within a very high fire hazard severity zone.

If a lead agency determines that the affordable housing project is exempt from CEQA pursuant to this provision, it must file a notice of exemption with the Office of Planning and Research and the county clerk of each county in which the project is located.

(Reference: Pub. Resources Code, § 21080.40.)

9.11 MINISTERIAL APPROVAL OF HOUSING DEVELOPMENTS ON LAND OWNED BY INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION AND RELIGIOUS INSTITUTIONS.

A "housing development project" is not subject to CEQA if it meets the criteria and requirements set forth in Government Code section 65913.16. To qualify for the exemption, a housing development project must, among other things, meet the following requirements:

1. The housing development project must be located on land owned on or before January 1, 2024 by an independent institution of higher education or a religious institution, including ownership through an affiliated or associated nonprofit public benefit corporation organized pursuant to the Nonprofit Corporation Law (Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the Corporations Code).

2. The housing development project must consist of residential units only; constitute a mixed-use development consisting of residential and non-residential uses with at least two-thirds of the square footage designated for residential use; or consist of transitional housing or supportive housing.

3. The housing development project must meet certain affordability requirements. One hundred percent of the development project's total units, exclusive of a manager's unit or units, must be for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the total units in the development may be for moderate-income households, as defined in Section 50052 of the Health and Safety Code, and 5 percent of the units may be for staff of the independent institution of higher education or religious institution that owns the land.

4. The project must be subject to specified labor and prevailing wage requirements.

The exemption is subject to a lengthy series of locational and other requirements, set forth in Government Code section 65913.16.

(Reference: Gov. Code, § 65913.16.)

10. CEQA LITIGATION

10.01 TIMELINES.

When a CEQA lawsuit is filed, there are numerous and complex time requirements that must be met. Pressing deadlines begin to run in the days immediately after a CEQA lawsuit has been filed with the Court. For example, within ten (10) business days of the public agency being served with a petition or complaint alleging a violation of CEQA, the City, if it was the Lead Agency, must provide the petitioner with a list of Responsible Agencies and public agencies with jurisdiction by law over any natural resource affected by the project at issue. There are a variety of other deadlines that apply in CEQA litigation.

If a CEQA lawsuit is filed, CEQA counsel should be contacted immediately in order to ensure that all the applicable deadlines are met.

10.02 MEDIATION AND SETTLEMENT.

After Litigation Has Been Filed. The parties in a CEQA lawsuit are required to meet and discuss settlement. Within twenty (20) days of being served with a CEQA legal challenge, the public agency named in the lawsuit must file a notice with the court setting forth the time and place for a settlement meeting. The meeting must be scheduled and held not later than forty-five (45) days from the date of service of the petition or complaint upon the public agency. Usually the main parties to the litigation (such as the Lead Agency, the developer of the project if there is one, and those challenging the project and their respective attorneys) meet to discuss settlement; there is no requirement to hire a professional mediator. The settlement meeting is usually subject to a confidentiality agreement.

If the parties in a CEQA lawsuit are in settlement or mediation, that attempt is intended to occur concurrently with the litigation. This means that the respondent public agency will be required to comply with all existing litigation timelines and requirements (for example, preparing and lodging the administrative record discussed below) while simultaneously conducting settlement or mediation, unless the parties enter into an alternate agreement to stay the litigation and that agreement is approved by the court.

10.03 ADMINISTRATIVE RECORD.

A. Contents of Administrative Record.

When the Lead Agency's CEQA finding(s) and/or action is challenged in a lawsuit, the Lead Agency must certify the administrative record that formed the basis of the Lead Agency's decision. To the extent the documents listed below exist and are not subject to a privilege that exempts them from disclosure, the following items should be included in the administrative record:

(1) All project application materials;

(2) All staff reports and related documents prepared by the public agency with respect to its compliance with the substantive and procedural requirements of CEQA and with respect to the action on the project;

(3) All staff reports and related documents prepared by the public agency and written testimony or documents submitted by any person relevant to any findings or statement of overriding considerations adopted by the public agency pursuant to CEQA or these Local Guidelines;

(4) Any transcript or minutes of the proceedings at which the decision-making body of the public agency heard testimony on or considered any environmental document on the project, and any transcript or minutes of proceedings before any advisory body to the respondent public agency that were presented to the decision-making body prior to action on the environmental documents or on the project;

(5) All notices issued by the public agency to comply with CEQA or with any other law governing the processing and approval of the project;

(6) All written comments received in response to, or in connection with, environmental documents prepared for the project, including responses to the notice of preparation;

(7) All written evidence or correspondence submitted to, or transferred from, the public agency with respect to compliance with CEQA or with respect to the project;

(8) Any proposed decisions or findings submitted to the decision-making body of the public agency by its staff or the project proponent, project opponents, or other persons, to the extent such documents are subject to public disclosure;

(9) The documentation of the final public agency decision, including the final environmental impact report, mitigated negative declaration, or negative declaration, and all documents, in addition to those referenced in paragraph (3) above, cited or relied on in the findings or in a statement of overriding considerations adopted pursuant to CEQA;

(10) Any other written materials relevant to the respondent public agency's compliance with CEQA or to its decision on the merits of the project, including the initial study; any drafts of any environmental document, or portions thereof, that were released for public review; copies of studies or other documents relied upon in any environmental document prepared for the project and either made available to the public during the public review period or included in the public agency's files on the project; and internal agency communications, including staff notes and memoranda, related to the project or to compliance with CEQA, to the extent such documents are subject to public disclosure. The administrative record need not include communications that are of a logistical nature, such as meeting invitations or scheduling communications. The administrative record further may not include material that is subject to a privilege contained in the Evidence Code or material that is subject to an exemption set forth in the California Public Records Act; and

(11) The full written record before any inferior administrative decision-making body whose decision was appealed prior to the filing of the lawsuit.

B. Organization of Administrative Record.

The administrative record should be organized as follows:

(1) Index. A detailed index must be included at the beginning of the administrative record listing each document in the order presented. Each entry must include the document's title, date, brief description, and the volume and page where the document begins;

(2) The Notice of Determination;

(3) The resolutions or ordinances adopted by the Lead Agency approving the project;

(4) The findings required by Public Resources Code section 21081, including any statement of overriding considerations;

(5) The Final EIR, including the Draft EIR or a revision of the draft, all other matters included in the Final EIR (such as traffic studies and air quality studies), and other types of environmental documents prepared under CEQA, such as a negative declaration, mitigated negative declaration, or addenda;

(6) The initial study;

(7) Staff reports prepared for the administrative bodies providing subordinate approvals or recommendations to the Lead Agency, in chronological order;

(8) Transcripts and minutes of hearings, in chronological order; and

(9) All other documents appropriate for inclusion in the administrative record, in chronological order.

Each section listed above must be separated by tabs or marked with electronic bookmarks. Oversized documents (such as building plans and maps) must be presented in a manner that allows them to be easily unfolded and viewed.

The court may issue an order allowing the documents to be organized in a different manner.

C. Preparation of Administrative Record.

The administrative record can be prepared: (1) by the petitioner, if the petitioner provides the Lead Agency notice that it elects to prepare the record, or (2) by the Lead Agency. If the petitioner provides notice that it elects to prepare the administrative record, the Lead Agency may, within five (5) business days of receiving such notice, deny the petitioner's request to prepare the record. In this circumstance, the Lead Agency may prepare the administrative record itself despite the petitioner's election. The petitioner and the Lead Agency can also agree on any alternative method of preparing the record, such as having the project applicant prepare the administrative record. However, when a third party such as the project applicant prepares or assists with the

preparation of the administrative record, the Lead Agency may not be able to recover fees incurred by the third party unless petitioner has agreed to this method of preparation.

Notwithstanding the above, upon the written request of a project applicant received no later than 30 days after the date that the Lead Agency makes a determination pursuant to Public Resources Code section 21080.1, 21094.5, or Chapter 4.2 (commencing with Public Resources Code section 21155) and with the written consent of the Lead Agency sent within 10 business days from receipt of the written request, the Lead Agency may prepare the administrative record concurrently with the administrative process. Should the Lead Agency and the project applicant so desire to pursue concurrent record preparation, the parties must comply with the provisions of Public Resources Code section 21167.6.2.

(See Pub. Resources Code, § 21167.6.)

D. Special Circumstances For Environmental Leadership Projects.

Special timing considerations and requirements apply if the Project is certified by the Governor as an Environmental Leadership Project pursuant to the "Jobs and Economic Improvement Through Environmental Leadership Act of 2021." For example, the administrative record must be finished and certified within five (5) days of project approval. See Public Resources Code section 21186 for a complete discussion of the special requirements related to the preparation of an administrative record for an Environmental Leadership Project.

11. DEFINITIONS

Whenever the following terms are used in these Local Guidelines, they shall have the following meaning unless otherwise expressly defined:

11.01 "Agricultural Employee" means a person engaged in agriculture, which includes farming in all its branches, and, among other things, includes: (1) the cultivation and tillage of the soil, (2) dairying, (3) the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities, (4) the raising of livestock, bees, furbearing animals, or poultry, and (5) any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market and delivery to storage or to market or to carriers for transportation to market.

This definition does not include any person covered by the National Labor Relations Act as agricultural employees pursuant to Section 2(3) of the Labor Management Relations Act (Section 152(3), Title 29, United States Code) and Section 3(f) of the Fair Labor Standards Act (Section 203(f), Title 29, United States Code). This definition does not apply to employees who perform work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work (as these terms have been construed under Section 8(e) of the Labor Management Relations Act, 29 United States Code Section 158(e)) or logging or timber-clearing operations in initial preparation of land for farming, or who does land leveling or only land surveying for any of the above. As used in this definition, "land leveling" shall include only major land moving operations changing the contour of the land, but shall not include annual or seasonal tillage or preparation of land for cultivation. (State CEQA Guidelines section 15191(a).)

11.02 "Applicant"means a person who proposes to carry out a project that requires a lease, permit, license, certificate, or other entitlement for use, or requires financial aid from one or more public agencies when applying for governmental approval or assistance.

11.03 "Approval"means a decision by the decision-making body or other authorized body or officer of the City which commits the City to a definite course of action with regard to a particular project. With regard to any project to be undertaken directly by the City, approval shall be deemed to occur on the date when the decision-making body adopts a motion or resolution determining to proceed with the project, which in no event shall be later than the date of adoption of plans and specifications. As to private projects, approval shall be deemed to have occurred upon the earliest commitment to provide service or the issuance by the City of a discretionary contract, subsidy, or other form of financial assistance, lease, permit, license, certificate, or other entitlement for use of the project. The mere acquisition of land by the City shall not, in and of itself, be deemed to constitute approval of a project.

For purposes of these Local Guidelines, all environmental documents must be completed as of the time of project approval.

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11.04 "Baseline" refers to the pre-project environmental conditions. By comparing the project's potential impacts to the baseline, the Lead Agency determines whether the project's impacts are substantial enough to be significant under the relevant thresholds of significance. Generally, the baseline is the environmental conditions existing on the date the environmental analysis begins, such as the date the Notice of Preparation is published for an EIR or the date the Notice of Intent to Adopt a Negative Declaration is published. However, in certain circumstances, an earlier or later date may provide a more accurate environmental analysis. The City may establish any baseline that is appropriate, including an earlier or later date, as long as the choice of baseline can be supported by substantial evidence.

11.05 "California Native American Tribe" means a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004.

11.06 "Categorical Exemption" means an exemption from CEQA for a class of projects based on a finding by the Secretary of the Resources Agency that the class of projects does not have a significant effect on the environment.

11.07 "Census-Defined Place" means a specific unincorporated land area within boundaries determined by the United States Census Bureau in the most recent decennial census.

11.08 "CEQA" means the California Environmental Quality Act, codified at California Public Resources Code sections 21000, et seq.

11.09 "City" means the City of Ontario.

11.10 "Clerk" means either the "Clerk of the Board" or the "County Clerk" depending upon the county. Please refer to the "Index to Environmental Filing by County" in the Staff Summary to determine which applies.

11.11 "Community-Level Environmental Review" means either (1) or (2) below:

(1) An EIR certified for any of the following:

(a) A general plan;
(b) A revision or update to the general plan that includes at least the land use and circulation elements;
(c) An applicable community plan;
(d) An applicable specific plan; or
(e) A housing element of the general plan, if the Environmental Impact Report analyzed the environmental effects of the density of the proposed project;

(2) A Negative Declaration or Mitigated Negative Declaration adopted as a subsequent environmental review document, following and based upon an EIR on a general plan, an applicable community plan or specific plan, provided that the subsequent environmental review document is allowed by CEQA following

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a Master EIR or a Program EIR or is required pursuant to Public Resource Section 21166.

11.12 "Consultation" means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

11.13 "Cumulative Impacts" means two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The individual effects may be changes resulting from a single project or a number of separate projects, whether past, present or future.

The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present and reasonably foreseeable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.

11.14 "Cumulatively Considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

11.15 "Decision-Making Body" means the body within the City, e.g. the City Council, which has final approval authority over the particular project.

11.16 "Developed Open Space" means land that meets each of the following three criteria:

(1) Is publicly owned, or financed in whole or in part by public funds;

(2) Is generally open to, and available for use by, the public; and

(3) Is predominantly lacking in structural development other than structures associated with open spaces, including, but not limited to, playgrounds, swimming pools, ball fields, enclosed child play areas, and picnic facilities.

Developed Open Space may include land that has been designated for acquisition by a public agency for developed open space purposes, but does not include lands acquired by public funds dedicated to the acquisition of land for housing purposes.

11.17 "Development Project" means any project undertaken for the purpose of development, including any project involving the issuance of a permit for construction or reconstruction but not a permit to operate. It does not include any ministerial projects proposed to be carried out or approved by public agencies. (Government Code section 65928.)

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11.18 "Discretionary Project" means a project for which approval requires the exercise of independent judgment, deliberation, or decision-making on the part of the City. To determine whether a project is discretionary, the key question is whether the public agency can use its subjective judgment to decide whether and how to carry out or approve a project.

11.19 "EIR" means Environmental Impact Report, a detailed written statement setting forth the environmental effects and considerations pertaining to a project. EIR may mean a Draft or a Final version of an EIR, a Project EIR, a Subsequent EIR, a Supplemental EIR, a Tiered EIR, a Staged EIR, a Program EIR, a Redevelopment EIR, a Master EIR, or a Focused EIR.

11.20 "Emergency" means a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, landslide or other natural disaster, as well as such occurrences as riot, war, terrorist incident, accident or sabotage.

11.21 "Endangered, Rare or Threatened Species" means certain species or subspecies of animals or plants. A species or subspecies of animal or plant is "Endangered" when its survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, disease, or other factors. A species or subspecies of animal or plant is "Threatened" when it is listed as a threatened species pursuant to the California Endangered Species Act or the Federal Endangered Species Act. A species or subspecies of animal or plant is "Rare" when either:

(1) Although not presently threatened with extinction, the species is existing in such small numbers throughout all or a significant portion of its range that it may become endangered if its environment worsens; or

(2) The species is likely to become endangered within the foreseeable future throughout all or a significant portion of its range and many be considered "threatened" as that term is used in the Federal Endangered Species Act.

For purposes of analyzing impacts to biological resources, a species of animal or plant shall be presumed to be endangered, rare or threatened if it is listed under the California Endangered Species Act or the Federal Endangered Species Act.

This definition shall not include any species of the Class Insecta which is a pest whose protection under the provisions of CEQA would present an overwhelming and overriding risk to man as determined by the Director of Food and Agriculture (with regard to economic pests) or the Director of Health Services (with regard to health risks).

11.22 "Environment" means the physical conditions which exist in the area which will be affected by a proposed project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. The area involved shall

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be the area in which significant effects would occur either directly or indirectly as a result of the project. The "environment" includes both natural and man-made conditions.

11.23 "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.

11.24 "Final EIR" means an EIR containing the information contained in the Draft EIR, comments either verbatim or in summary received in the review process, a list of persons commenting, and the response of the City to the comments received.

11.25 "Greenhouse Gases"include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

11.26 "Guidelines" or "Local Guidelines" means the City's Local Guidelines for implementing the California Environmental Quality Act.

11.27 "Highway" shall have the same meaning as defined in Section 360 of the Vehicle Code.

11.28 "Historical Resources" include:

Resources listed in, or eligible for listing in, the California Register of Historical Resources shall be considered historical resources.

A resource may be listed in the California Register if it meets any of the following National Register of Historic Places criteria:

(a) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
(b) Is associated with the lives of persons important in our past;
(c) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
(d) Has yielded, or may be likely to yield, information important in prehistory or history.

A resource may also be listed in the California Register if it is identified as significant in an historical resource survey that meets all of the following criteria:

(a) The survey has been or will be included in the State Historic Resources Inventory;
(b) The survey and the survey documentation were prepared in accordance with office procedures and requirements; and
(c) The resource is evaluated and determined by the office to have a significance rating of Category 1 to 5 on DPR Form 523.

Resources included on a list of properties officially designated or recognized as historically significant by a local government pursuant to a local ordinance or resolution, or identified as significant in a historical resource survey (as described above) are presumed to be historically or culturally significant, unless a preponderance of evidence demonstrates that they are not historically or culturally significant.

Any of the following may be considered historically significant: any object, building, structure, site, area, place, record or manuscript which a Lead Agency determines, based upon substantial evidence in light of the whole record, to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military or cultural annals of California.

The Lead Agency is not precluded from determining that a resource is a historical resource, as defined in Public Resources Code sections 5020.1(j) or 5024.1, even if it is: (a) not listed in, or is not determined to be eligible for listing in, the California Register of Historical Resources; (b) not included in a local register of historical resources; or (c) not identified in a historical resources survey.

11.29 "Infill Site" means a site in an urbanized area that meets either of the following criteria:

(1) The site has been previously developed for qualified urban uses; or

(2) The site has not been previously developed for qualified urban uses and both (a) and (b) are met:

(a) the site is immediately adjacent to parcels that are developed with qualified urban uses, or
1. at least 75 percent of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with existing qualified urban uses at the time the Lead Agency receives an application for an approval; and
2. the remaining 25 percent of the perimeter of the site adjoins parcels that had been previously developed for qualified urban uses;

(b) No parcel within the site has been created within the past 10 years unless the parcel was created as a result of the plan of a redevelopment agency.

(Public Resources Code section 21061.3.)

11.30 "Initial Study" means a preliminary analysis conducted by the City to determine whether an EIR, a Negative Declaration, or a Mitigated Negative Declaration must be prepared or to identify the significant environmental effects to be analyzed in an EIR.

11.31 "Jurisdiction by Law" means the authority of any public agency to grant a permit or other entitlement for use, to provide funding for the project in question or to exercise authority over resources which may be affected by the project.

The City will have jurisdiction by law over a project when the City has primary and exclusive jurisdiction over the site of the project, the area in which the major environmental effects will occur, or the area in which reside those citizens most directly concerned by any such environmental effects.

11.32 "Land Disposal Facility" means a hazardous waste facility where hazardous waste is disposed in, on, or under land. (Health and Safety Code section 25199.1(d).)

11.33 "Large Treatment Facility" means a treatment facility which treats or recycles one thousand (1,000) or more tons of hazardous waste during any one month of the current reporting period commencing on or after July 1, 1991. (Health and Safety Code section 25205.1(d).)

11.34 "Lead Agency" means the public agency which has the principal responsibility for preparing environmental documents and for carrying out or approving a project when more than one public agency is involved with the same underlying activity.

11.35 "Low- and Moderate-Income Households" means persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code—i.e., persons and families whose income does not exceed 120% of area median income, adjusted for family size by the Department of Housing and Community Development, in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937. (Public Resources Code section 21159.20(d); State CEQA Guidelines section 15191(f).)

11.36 "Low-Income Households" means households of persons and families of very low and low income. Low-income persons or families are those eligible for financial assistance from governmental agencies for occupants of state-funded housing. Very low income persons are those whose incomes do not exceed the qualifying limits for very low income families as established and amended pursuant to Section 8 of the United States Housing Act of 1937. Such limits are published and updated in the California Code of Regulations. (Public Resources Code section 21159.20(c); Health and Safety Code sections 50105 and 50106; State CEQA Guidelines section 15191(g).)

11.37 "Low-Level Flight Path" means any flight path for any aircraft owned, maintained, or under the jurisdiction of the United States Department of Defense that flies lower than 1,500 feet above ground level, as indicated in the United States Department of Defense Flight Information Publication, "Area Planning Military Training Routes: North and South America (AP/1B)" published by the United States National Imagery and Mapping Agency or its successor.

11.38 "Lower Income Households" is defined in Health and Safety Code section 50079.5 to mean any of the following:

(1) "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families as established and

amended from time to time pursuant to Section 8 of the United States Housing Act of 1937;

(2) "Very low income households" means persons and families whose incomes do not exceed the qualifying limits for very low income families as defined in Health and Safety Code 50105; or

(3) "Extremely low income households" means persons and families whose incomes do not exceed the qualifying limits for extremely low income families as defined in Health and Safety Code section 50106.

11.39 "Major Transit Stop" means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of fifteen (15) minutes or less during the morning and afternoon peak commute periods. (State CEQA Guidelines section 15191(i).)

11.40 "Metropolitan Planning Organization" or "MPO" means a federally-designated agency that provides transportation planning and programming in metropolitan areas. A MPO is designated for each urban area that has been defined in the most recent federal census as having a population of more than 50,000 people. There are 18 federally-designated MPOs in California. Non-urbanized (rural) areas do not have a designated MPO.

11.41 "Military Impact Zone" means any area, including airspace, that meets both of the following criteria:

(1) Is located within two miles of a military installation, including, but not limited to, any base, military airport, camp, post, station, yard, center, homeport facility for a ship, or any other military activity center that is under the jurisdiction of the United States Department of Defense; and

(2) Covers greater than 500 acres of unincorporated land, or greater than 100 acres of city incorporated land.

11.42 "Military Service" means the United States Department of Defense or any branch of the United States Armed Forces.

11.43 "Ministerial" describes a governmental decision involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely applies the law to the facts as presented but uses no special discretion or standards or objective measurements, and the public official cannot use personal, subjective judgment in deciding whether or how the project should be carried out. Common examples of ministerial permits include automobile registrations, dog licenses, and marriage licenses. A building permit is ministerial if the ordinance requiring the permit limits the public official to determining whether the zoning allows the structure to be built in the requested location, the structure would meet the strength requirements in the Uniform Building Code, and the applicant has paid his fee. (Public Resources Code section 21080(b)(1).)

11.44 "Mitigated Negative Declaration" or "MND" means a Negative Declaration prepared for a Project when the Initial Study has identified potentially significant effects on the environment, but: (1) revisions in the project plans or proposals made, or agreed to, by the applicant before the proposed Negative Declaration and Initial Study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.

11.45 "Mitigation" includes avoiding the environmental impact altogether by not taking a certain action or parts of an action, minimizing impacts by limiting the degree or magnitude of the action and its implementation, rectifying the impact by repairing, rehabilitating or restoring the impacted environment, reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action, or compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements.

11.46 "Negative Declaration" or "ND" means a written statement by the City briefly describing the reasons that a proposed project, not exempt from CEQA, will not have a significant effect on the environment and, therefore, does not require the preparation of an EIR.

11.47 "Notice of Completion" means a brief report filed with the Office of Planning and Research by the City when it is the Lead Agency as soon as it has completed a Draft EIR and is prepared to send out copies for review.

11.48 "Notice of Determination" means a brief notice to be filed by the City when it approves or determines to carry out a project which is subject to the requirements of CEQA.

11.49 "Notice of Exemption" means a brief notice which may be filed by the City when it has approved or determined to carry out a project, and it has determined that the project is exempt from the requirements of CEQA. Such a notice may also be filed by an applicant where such a determination has been made by a public agency which must approve the project.

11.50 "Notice of Preparation" means a brief notice sent by a Lead Agency to notify the Responsible Agencies, Trustee Agencies, the Office of Planning and Research, and involved federal agencies that the Lead Agency plans to prepare an EIR for a project. The purpose of this notice is to solicit guidance from those agencies as to the scope and content of the environmental information to be included in the EIR. Public agencies are free to develop their own formats for this notice.

11.51 "Oak" means a native tree species in the genus Quercus, not designated as Group A or Group B commercial species pursuant to regulations adopted by the State Board of Forestry and Fire Protection pursuant to Public Resources Code section 4526, and that

is five (5) inches or more in diameter at breast height. (Public Resources Code section 21083.4(a).)

11.52 "Oak Woodlands" means an oak stand with a greater than 10 percent canopy cover or that may have historically supported greater than 10 percent canopy cover. (Fish & Game Code section 1361(h).)

11.53 "Offsite Facility" means a facility that serves more than one generator of hazardous waste. (Public Resources Code section 21151.1(h).)

11.54 "Person" includes any person, firm, association, organization, partnership, business, trust, corporation, company, city, county, city and county, town, the state, and any of the agencies which may be political subdivisions of such entities, and, to the extent permitted by federal law, the United States, or any of its agencies or political subdivisions**.**

11.55 "Pipeline" as defined in these Local Guidelines depends on the context. Please see Local Guidelines Sections 3.10 and 3.11 for specific definitions.

11.56 "Private Project" means a project which will be carried out by a person other than a governmental agency, but which will need a discretionary approval from the City. Private projects will normally be those listed in subsections (2) and (3) of Local Guidelines Section 11.57.

11.57 "Project" means the whole of an action or activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment, and is any of the following:

(1) A discretionary activity directly undertaken by the City including but not limited to public works construction and related activities, clearing or grading of land, or improvements to existing public structures;

(2) A discretionary activity which involves a public agency's issuance to a person of a lease, permit, license, certificate, or other entitlement for use, or which is supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance by the City; or

(3) A discretionary project proposed to be carried out or approved by public agencies, including but not limited to the enactment and amendment of local General Plans or elements thereof, the enactment of zoning ordinances, the issuance of zoning variances, the issuance of conditional use permits and the approval of tentative subdivision maps.

The presence of any real degree of control over the manner in which a project is completed makes it a discretionary project.

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The term "project" refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term "project" does not mean each separate governmental approval.

11.58 "Project-Specific Effects" means all the direct or indirect environmental effects of a project other than cumulative effects and growth-inducing effects. (Public Resources Code section 21065.3; State CEQA Guidelines section 15191(j).)

11.59 "Public Water System" means a system for the provision of piped water to the public for human consumption that has 3,000 or more service connections. A public water system includes all of the following: (A) Any collection, treatment, storage, and distribution facility under control of the operator of the system which is used primarily in connection with the system; (B) Any collection or pretreatment storage facility not under the control of the operator that is used primarily in connection with the system; (C) Any person who treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption. (State CEQA Guidelines section 15155.)

11.60 "Qualified Urban Use" means any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. (Public Resources Code section 21072; State CEQA Guidelines section 15191(k).)

11.61 "Residential" means a use consisting of either residential units only or residential units and primarily neighborhood-serving goods, services, or retail uses that do not exceed 15% of the total floor area of the project. (State CEQA Guidelines section 15191(l).) Residential, pursuant to Public Resources Code section 21159.24, shall mean a use consisting of either of the following:

(1) Residential units only.

(2) Residential units and primarily neighborhood-serving goods, services, or retail uses that do not exceed 25 percent of the total building square footage of the project.

11.62 "Responsible Agency" means a public agency which proposes to carry out or approve a project for which a Lead Agency has prepared the environmental documents. For the purposes of CEQA, the term "Responsible Agency" includes all federal, state, regional and local public agencies other than the Lead Agency which have discretionary approval power over the project.

11.63 "Riparian areas" mean those areas transitional between terrestrial and aquatic ecosystems and that are distinguished by gradients in biophysical conditions, ecological processes, and biota. A riparian area is an area through which surface and subsurface hydrology connect waterbodies with their adjacent uplands. A riparian area includes those portions of terrestrial ecosystems that significantly influence exchanges of energy and matter with aquatic ecosystems. A riparian area is adjacent to perennial, intermittent, and ephemeral streams, lakes, and estuarine-marine shorelines.

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11.64 "Roadway" means a roadway as defined pursuant to Section 530 of the Vehicle Code and the previously graded and maintained shoulder that is within a roadway right-of-way of no more than five feet from the edge of the roadway.

11.65 "Significant Effect" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the activity including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. A social or economic change related to a physical change may be considered in determining whether the physical change is significant.

11.66 "Significant Value as a Wildlife Habitat" includes wildlife habitat of national, statewide, regional, or local importance; habitat for species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531, et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code); habitat identified as candidate, fully protected, sensitive, or species of special status by local, state, or federal agencies; or habitat essential to the movement of resident or migratory wildlife.

11.67 "Special Use Airspace" means the land area underlying the airspace that is designated for training, research, development, or evaluation for a military service, as that land area is established by the United States Department of Defense Flight Information Publication, "Area Planning: Special Use Airspace: North and South America (AP/1A)" published by the United States National Imagery and Mapping Agency or its successor.

11.68 "Staff" means the General Manager or his or her designee**.**

11.69 "Standard" means a standard of general application that is all of the following:

(1) A quantitative, qualitative or performance requirement found in a statute, ordinance, resolution, rule, regulation, order, or other standard of general application;

(2) Adopted for the purpose of environmental protection;

(3) Adopted by a public agency through a public review process;

(4) Governs the same environmental effect which the change in the environment is impacting; and

(5) Governs the jurisdiction where the project is located.

The definition of "standard" includes any thresholds of significance adopted by the City which meet the requirements of this Section.

If there is a conflict between standards, the City shall determine which standard is appropriate based upon substantial evidence in light of the whole record.

11.70 "State CEQA Guidelines" means the Guidelines for Implementation of the California Environmental Quality Act as adopted by the Secretary of the California Natural Resources Agency as they now exist or hereafter may be amended. (California Administrative Code, Title 14, Sections 15000, et seq.)

11.71 "Substantial Evidence" means reliable information on which a fair argument can be based to support an inference or conclusion, even though another conclusion could be drawn from that information. "Substantial evidence" includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. "Substantial evidence" does not include argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly inaccurate or erroneous, or evidence of social or economic impacts which do not contribute to, or are not caused by, physical impacts on the environment.

11.72 "Sustainable Communities Strategy" is an element of a Regional Transportation Plan, which must be adopted by the Metropolitan Planning Organization for the region. (See Local Guidelines Section 11.40.) The Sustainable Communities Strategy is an integrated land use and transportation plan intended to reduce greenhouse gases. The Sustainable Communities Strategy includes various components such as: consideration of existing densities and uses within the region, identification of areas within the region that can accommodate an eight-year projection of the region's housing needs, development of projections for growth in the region, identification of existing transportation networks, and preparation of a forecast for development pattern for the region that can be integrated with transportation networks.

11.73 "Tiering" means the coverage of general matters in broader EIRs (such as on general plans or policy statements) with subsequent narrower EIRs or ultimately site-specific EIRs incorporating by reference the general discussions and concentrating solely on the issues specific to the EIR subsequently prepared. Tiering is appropriate when the sequence of EIRs is:

(a) From a general plan, policy, or Program EIR to a program, plan, or policy EIR of lesser scope or to a site-specific EIR; or

(b) From an EIR on a specific action at an early stage to a subsequent EIR or a supplement to an EIR at a later stage. Tiering in such cases is appropriate when it helps the Lead Agency to focus on the issues which are ripe for decision and exclude from consideration issues already decided or not yet ripe.

(Public Resources Code sections 21003, 21061 and 21100.)

11.74 "Transit Priority Area" means an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the

planning horizon included in a Transportation Improvement Program adopted pursuant to Section 450.216 or 450.322 of Title 23 of the Code of Federal Regulations.

11.75 "Transit Priority Project" means a mixed use project that is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the California Air Resources Board has accepted a Metropolitan Planning Organization's determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets. Such a project may be exempt from CEQA if a detailed laundry list of requirements is met. To qualify for the exemption, the Transit Priority Project must:

(1) contain at least 50 percent residential use based on total building square footage;

(2) if the project contains between 26 percent and 50 percent non-residential uses, the floor-to-area ratio (FAR) must be at least 0.75;

(3) have a minimum net density of 20 dwelling units per acre;

(4) be located within a half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan; and

(5) meet all the requirements of Public Resources Code section 21155.1.

11.76 "Transportation Facilities" includes major local arterials and public transit within five (5) miles of the project site, and freeways, highways, and rail transit service within ten (10) miles of the project site.

11.77 "Tribal Cultural Resources" are either of the following:

(1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:

(a) Included or determined to be eligible for inclusion in the California Register of Historical Resources.
(b) Included in a local register of historic resources as defined in subdivision (k) of Public Resources Code section 5020.1.

(2) A resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this definition, the Lead Agency shall consider the significance of the resource to a California Native American tribe.

A cultural landscape that meets the criteria set forth above is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.

A historic resource described in Public Resources Code section 21084.1, a unique archaeological resource as defined in subdivision (g) of Public Resources Code section 21083.2, or a "nonunique archaeological resource" as defined in subdivision (h) of Public Resources Code section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of Tribal cultural resources.

11.78 "Trustee Agency" means a State agency having jurisdiction by law over natural resources affected by a project which are held in trust for the people of the State of California. Trustee Agencies may include, but are not limited to, the following:

(a) The California Department of Fish and Wildlife ("DFW") with regard to the fish and wildlife of the state, designated rare or endangered native plants, and game refuges, ecological reserves, and other areas administered by DFW;
(b) The State Lands Commission with regard to state owned "sovereign" lands such as the beds of navigable waters and state school lands;
(c) The State Department of Parks and Recreation with regard to units of the State Park System;
(d) The University of California with regard to sites within the Natural Land and Water Reserve System; and/or
(e) The State Water Resources Control Board with respect to surface waters.

11.79 "Urban Growth Boundary" means a provision of a locally adopted general plan that allows urban uses on one side of the boundary and prohibits urban uses on the other side of the boundary.

11.80 "Urbanized Area" means either of the following:

(1) An incorporated city that either by itself or in combination with two contiguous incorporated cities has a population of at least one hundred thousand (100,000) persons;

(2) An unincorporated area that meets both of the following requirements:

(a) The unincorporated area is either:
(i) completely surrounded by one or more incorporated cities, has a population of at least 100,000 persons either by itself or in combination with the surrounding incorporated city or cities, and has a population density that at least equals the population density of the surrounding city or cities; or
(ii) located within an urban growth boundary and has an existing residential population of at least five thousand (5,000) persons per square mile. An "urban growth boundary" means a

provision of a locally adopted general plan that allows urban uses on one side of the boundary and prohibits urban uses on the other side.

(b) The board of supervisors with jurisdiction over the unincorporated area has taken all three of the following steps:

1. Prepared a draft document by which the board would find that the general plan, zoning ordinance, and related policies and programs applicable to the unincorporated area are consistent with principles that encourage compact development in a manner that promotes efficient transportation systems, economic growth, affordable housing, energy efficiency, and an appropriate balance of jobs and housing, and protects the environment, open space and agricultural areas;
2. Submitted the draft document to the Office of Planning and Research and allowed OPR thirty (30) days to submit comments on the draft finding to the board; and
3. At least thirty (30) days after submitting the draft document to OPR, the board has adopted a final finding in substantial conformity with the draft finding described in the draft document.

(Public Resources Code sections 21083, 21159.20-21159.24; State CEQA Guidelines section 15191(m).)

11.81 "Water Acquisition Plans" means any plans for acquiring additional water supplies prepared by the public water system or a city or county Lead Agency pursuant to subdivision (a) of section 10911 of the Water Code.

11.82 "Water Assessment" or "Water Supply Assessment" means the water supply assessment that must be prepared by the governing body of a public water system, or a city or county, pursuant to and in compliance with sections 10910 to 10915 of the Water Code, and that includes, without limitation, the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g) of section 10910 of the Water Code.

11.83 "Water Demand Project" means any one of the following:

(A) A residential development of more than 500 dwelling units;

(B) A shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space;

(C) A commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space;

(D) A hotel or motel, or both, having more than 500 rooms;

(E) An industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area;

Except, a proposed photovoltaic or wind energy generation facility approved on or after October 8, 2011, is not a Water Demand Project if the facility would demand no more than 75 acre-feet of water annually.

(F) A mixed-use project that includes one or more of the projects specified in subdivisions (A); (B), (C), (D), (E), or (G) of this section;

(G) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project; or

(H) For public water systems with fewer than 5,000 service connections, a project that meets the following criteria:

(1) A proposed residential, business, commercial, hotel or motel, or industrial development that would account for an increase of 10 percent or more in the number of a public water system's existing service connections; or

(2) A mixed-use project that would demand an amount of water equivalent to, or greater than, the amount of water required by residential development that would represent an increase of 10 percent or more in the number of the public water system's existing service connections.

(State CEQA Guidelines section 15155.)

11.84 "Waterway" means a bay, estuary, lake, pond, river, slough, or a perennial, intermittent, or ephemeral stream, lake, or estuarine-marine shoreline.

11.85 "Wetlands" has the same meaning as that term is construed in the regulations issued by the United States Army Corps of Engineers pursuant to the Clean Water Act. Thus, "wetlands" means areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. (Public Resources Code section 21159.21(d), incorporating Title 33, Code of Federal Regulations, Section 328.3.)

11.86 "Wildlife Habitat" means the ecological communities upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection. (Public Resources Code section 21159.21.)

11.87 "Zoning Approval" means any enactment, amendment, or appeal of a zoning ordinance; granting of a conditional use permit or variance; or any other form of land

use, subdivision, tract, or development approval required from the city or county having jurisdiction to permit the particular use of the property.

12. FORMS

See forms A – S which accompany these Guidelines.

13. COMMON ACRONYMS

A. **********

ADEIR – Administrative Draft Environmental Impact Report
AQMD – Air Quality Management District
AQMP – Air Quality Management Plan
AR – Administrative Record
ARB – Air Resources Board

B. **********

BMP – Best Management Practices
BO – Biological Opinion

C. **********

Cal EPA – California Environmental Protection Agency
CAP – Climate Action Plan
CCAA – California Clean Air Act
CCR – California Code of Regulations (Title 14 Sections 15000 et seq. are also known as the State CEQA Guidelines.)
CE – Categorical Exclusion (NEPA)
CESA – California Endangered Species Act
CEQA – California Environmental Quality Act
CFR – Code of Federal Regulations
CMP – Congestion Management Plan
CRWQCB – California Regional Water Quality Control Board

D. **********

DEIR – Draft Environmental Impact Report
DFW – Department of Fish and Wildlife

E. **********

EA – Environmental Assessment (NEPA term)
EIR – Environmental Impact Report
EIS – Environmental Impact Statement (NEPA term)
EPA – Environmental Protection Agency
ESA – Endangered Species Act; Environmental Site Assessment

F. **********

FCAA – Federal Clean Air Act
FEIR – Final Environmental Impact Report
FOIA – Freedom of Information Act (Federal)
FONSI – Finding of No Significant Impact (NEPA term)
FWS – Fish and Wildlife Service

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G. **********

GHG – Greenhouse Gas
GW – Ground Water

H. **********

HH&E – Human Health and Environment
HRA – Health Risk Assessment
HS – Hazardous Substance

I. **********

IS – Initial Study

J. **********

K. **********

L. **********

LADD – Lifetime Average Daily Dose; Lowest Acceptable Daily Dose
LEA – Local Enforcement Agency
LESA – Land Evaluation and Site Assessment
LUFT – Leaking Underground Fuel Tank
LUST – Leaking Underground Storage Tanks. Reference Part 213 of Public Act 451 of 1994.

M. **********

MEIR – Master Environmental Impact Report
MMRP – Mitigation Monitoring and Reporting Plan
MPO – Metropolitan Planning Organization
MND – Mitigated Negative Declaration

N. **********

ND – Negative Declaration
NEPA – National Environmental Policy Act
NOA – Notice of Availability
NOC – Notice of Completion
NOD – Notice of Determination
NOE – Notice of Exemption
NOI – Notice of Intent
NOP – Notice of Preparation
NOV – Notice of Violation

O. **********

OPR – Office of Planning and Research

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P. **********

PEIR – Program Environmental Impact Report. Sometimes also used to describe a Project Environmental Impact Report
PM – Particulate Matter
PRA – Public Records Act
PSA – Permit Streamlining Act

Q. **********

R. **********

RCRA – Resource Conservation and Recovery Act (1976) Governs definition, handling, and disposal of hazardous waste.

S. **********

SCH – State Clearinghouse
SEIR – Supplemental or Subsequent Environmental Impact Report
SMARA – Surface Mining and Reclamation Act
SWMP – Stormwater Monitoring Program
SWPPP – Stormwater Pollution Prevention Program

T. **********

TCM – Transportation Control Measure
TCP – Transportation Control Plan
TDS – Total Dissolved Solids
TMP – Transportation Management Plan
Title V – refers to Title V of the Clean Air Act related to ambient air quality provisions
TLV – Threshold Limit Value

U. **********

UBC – Uniform Building Code
UFC – Uniform Fire Code
UGST – Underground Storage Tank
USDW – Underground Source of Drinking Water
UWMP – Urban Water Management Plan

V. **********

VOC – Volatile Organic Compounds (Health & Safety Code, Section 25123.6.)
VOS – Vehicle Operating Survey

W. **********

WQS – Water Quality Standard
WSA – Water Supply Assessment
WTP – Water Treatment Plant. A facility designed to provide treatment to water.
WWTP – Wastewater Treatment Plan

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X. **********

Y. **********

Z. **********

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CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Miguel Sotomayor Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20451

RECOMMENDATION: That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Tract Map No. 20451, located on the West side of Hamner Avenue, approximately 570 feet north of Eucalyptus Avenue, within the Esperanza Specific Plan.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required for this subdivision will be constructed by the Developer at its sole cost.

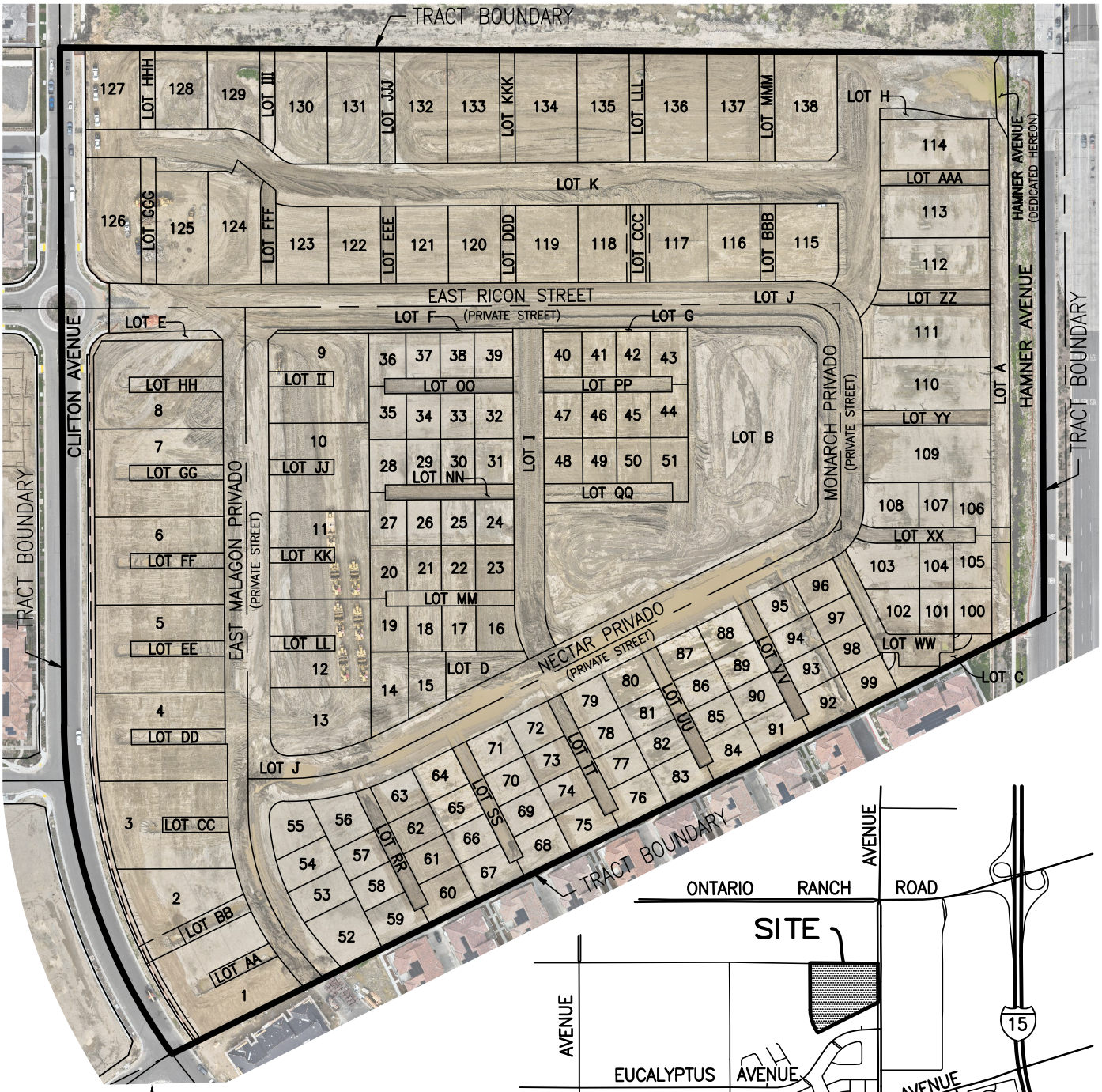
BACKGROUND & ANALYSIS: Final Tract Map No. 20451, consisting of 138 numbered lots and 50 lettered lots on approximately 31 acres of land (see Exhibit A), has been submitted by the developer, Pulte Home Company, LLC, a Michigan Limited Liability Company. The tentative tract map was approved by the Planning Commission on October 25, 2022.

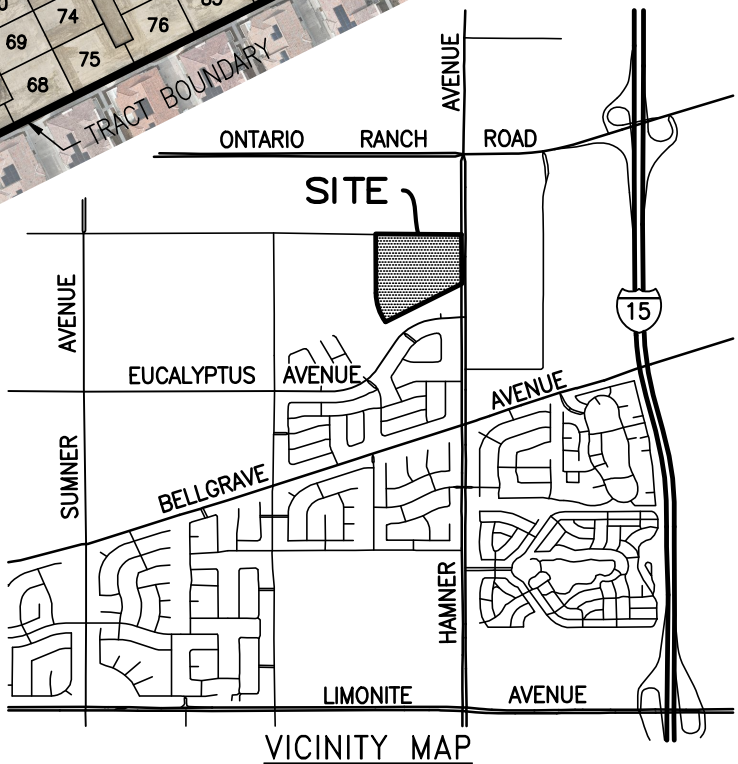
Improvements for Final Tract Map No. 20451 include pavement, curb, gutter, sidewalk, landscape parkways, fiber optic conduits, fire hydrants, sewer, water, recycled water mains, storm drain and streetlights. The improvements in parkway landscaping will be consistent with current City approved drought measures.

This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and have been reviewed and approved by the City Engineer.

EXHIBIT A

TM 20451
PULTE GROUP





VICINITY MAP
N.T.S.

SUBDIVISION
NUMBERED LOTS: 138
LETTERED LOTS: 50
AREA GROSS: 31.180 ACRES
AREA NET: 29.304 ACRES

SCALE: 1" = 200'

P:\T\TWHX-050\DWG\SHEETS_EH\EH-TM20451-OVERVIEW.DWG

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20451 LOCATED ON THE WEST SIDE OF HAMNER AVENUE APPROXIMATELY 570 FEET NORTH OF EUCALYPTUS AVENUE.

WHEREAS, Tentative Tract Map No. 20451 submitted for approval by SLV LC Center, LLC was approved by the Planning Commission of the City of Ontario on October 25, 2022; and

WHEREAS, Tentative Tract Map No. 20451 consists of 138 numbered lots and 50 lettered lots being a subdivision of lot 6 and E of Tract Map No. 20157, filed in Book 363 Pages 100 through 107, inclusive, of Maps, in the Office of the County Recorder of San Bernardino; and

WHEREAS, Tentative Tract Map No. 20451 was subsequently sold to Pulte Home Company, LLC, a Michigan Limited Liability Company; and

WHEREAS, the requirement for the preparation of Covenants, Conditions and Restrictions (CC&R's), approved by the City Attorney's Office, to ensure the right to mutual ingress and egress and continued maintenance of common facilities by the commonly affected property owners has been deferred to a date that coincides with the recordation of the subject Tract Maps.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario, as follows:

ACTION 1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and

ACTION 2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney; and

FINAL ACTION. That Final Parcel Map No. 20451 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Leonard Lui Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **A RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

RECOMMENDATION: That the City Council adopt a Resolution approving the Fiscal Year 2024-25 Project List for Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017.

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

FISCAL IMPACT: This spending plan identifies the recommended uses for the City's Fiscal Year 2024-25 apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from SB1, which is projected to be at $4,624,974 for the upcoming fiscal year. The proposed projects for Fiscal Year 2024-25 are consistent with the projects included in the City's proposed Five-Year Capital Improvement Program to be adopted by City Council as part of the Fiscal Year 2024-25 budget.

BACKGROUND & ANALYSIS: On April 28, 2017, the Governor signed SB1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and road system, RMRA increases per gallon fuel excise taxes, increases diesel fuel sales taxes and vehicle registration fees, and provides for inflationary adjustments to tax rates in future years.

Prior to receiving an annual apportionment of RMRA funds from the California State Controller, the City must submit an adopted list of projects to the California Transportation Commission (CTC) by July 1, 2024. The proposed project list must be adopted by Resolution (with public record of the action taken) of the City Council at a regular public meeting each fiscal year.

The proposed projects for Fiscal Year 2024-25 (Exhibit "A" of the Resolution) are consistent with the projects included in the City's proposed Five-Year Capital Improvement Program submitted to the City Council for the upcoming fiscal year's budget.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $4,624,974 in RMRA funding in Fiscal Year 2024-25 from SB1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City maintain and rehabilitate streets/roads, bridges, and add active transportation infrastructure throughout the City this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads to an "excellent" condition; and

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the City Council of the City of Ontario, State of California:

1. That the foregoing recitals are true and correct.

2. That the attached list (Exhibit A) of proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues.

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

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A
Local Streets and Roads Program
Fiscal Year 2024-25 Proposed Projects List

AGENCY NAME: City of Ontario
AGENCY CONTACT: Tricia Maruki
tmaruki@ontarioca.gov

Project Title and Description	Project Type	Project Limits	Begin Project	End Project	Estimated Useful Life
FY 2022-23 CARRYOVER					
Traffic Improvement Program	Traffic Signal	Campus Avenue/Mission Boulevard (Modification) Sultana Avenue/Mission Boulevard (Modification) San Antonio Avenue/Francis Street	7/1/2022	6/2/2025	15-25 years
Construction or a new traffic signal or modifications to the existing signal at intersection, which will provide controlled access.					
FY 2023-24 CARRYOVER					
Downtown Traffic Study	Traffic Study	Euclid Avenue from the I-10 Freeway to State Street	7/1/2023	6/1/2025	5-10 years
Mobility Analysis of the Euclid Downtown Corridor examining road diet, truck rerouting, traffic calming and complete streets elements for the area					
FY 2024-25					
FY 2024-25 Alley Rehabilitation Program	Asphalt Overlay	Alley south of Sunkist Street between Euclid Avenue and Campus Avenue Alley south of Belmont Street between Oakland Avenue and Bonita Court Alley west of Euclid Avenue between Walnut Street and Blue Jay Way	3/31/2025	6/2/2025	15-25 years
Reconstruction of alleys with new concrete ribbon gutters, drive approaches and asphalt pavement.					
ATP Cycle 5 Bicycle Improvements (Construction)	Bicycle Safety	B Street and Vine Avenue	5/1/2024	4/30/2025	15-35 years
Construction of 2 miles of combined Class III and IV bike facilities and street improvements including curb extensions, high visibility crosswalks, traffic circles and street lights.					
FY 2024-25 Pavement Rehabilitation Project (Fall)	Asphalt Overlay	Francis Street - Hellman to Archibald	8/26/2024	12/27/2024	15-35 years
Construction of Rubberized Asphalt Hot Mix pavement including removal and replacement of failing pavement areas, replacement of damaged sidewalk, curb and gutter, placement of ADA ramps,					

FY 2024-25 Slurry Seal/Cape Seal Program	Slurry/Cape Seal	Select streets in area bounded by Euclid Avenue to the west, Mission Boulevard to the south, State Street to the north, and Sultana Avenue to the east. Select streets bounded by San Antonio Avenue to the west, Francis Street to the south, Phillips Street to the north, and Euclid Avenue to the east. Manzanita Court from Grevillea Street to End Grevillea Street bounded by Cedar Street Proforma Avenue from Philadelphia Street to End Cedar Street from Profroma Avenue to Francis Street G Street from Sultana Avenue to Grove Avenue	8/19/2024	12/2/2024	10-15 years
Application of Type II Polymer Modified slurry seal, Reclaimed Asphalt Pavement cape seal, and PCC curb ramp construction					
Grove and St. Andrews Pedestrian Hybrid Beacon	Pedestrian Access	Grove Avenue/St. Andrews Street	7/1/2024	4/1/2025	5-10 years
Construction of a new pedestrian hybrid beacon at intersection, will provide controlled access.					

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Zina Hullings Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: AUTHORIZATION OF THE SALE OF A POLICE HELICOPTER

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute the Aircraft Sales Agreement with a buyer of Canada, B.C., (on file with the Records Management Department) for the sale of the City's police helicopter identified by N10NT (Model H125B3) in the amount of $2,435,000 for disposition of this aircraft.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The sale proceeds of the helicopter will be deposited to the General Fund. It is projected that the sale of the City's existing helicopter will generate approximately $2,435,000 which could be utilized for future replacement helicopters.

BACKGROUND & ANALYSIS: The Police Department Air Support Unit operates three helicopters in the fleet. The Air Support Unit Mission Statement is to enhance the safety of the community and police personnel through the strategic deployment of airborne technologies. Aside from assisting Patrol Officers during their normal duties, the Air Support Unit provides aerial photographs and assists the specialized units of the Police Department (i.e. SWAT, Narcotics, etc.) during surveillances and/or special operations. They also assist the Fire Department during fire incidents by providing real time information regarding hazards, as well as accommodate other City Departments (Economic Development, Engineering, Building/Planning, etc.) in various capacities.

On August 4, 2015, the City Council approved the purchase of a third helicopter. The City took delivery of the aircraft (N10NT) in 2015 and past protocol has been to replace Air Support aircraft on a milestone of ten years to avoid required and significant maintenance. Replacing at ten years will avoid a twelve year inspection and the replacement of aging/outdated avionics which is very costly and requires six to nine months to complete. Given the cost to repair in comparison to the cost of purchasing a new helicopter, Staff is recommending the sale of the aircraft to allow the City to recuperate some proceeds that will be deposited into the General Fund.

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tim Masot Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **GOODS AND EQUIPMENT PURCHASE AGREEMENTS WITH ALL AMERICAN ASPHALT AND MANHOLE ADJUSTING, INC. FOR THE PROCUREMENT OF ASPHALT MATERIALS**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Maintenance Services Agreements for the procurement of asphalt materials with All American Asphalt, of Corona, California, for a total not-to-exceed contract amount of $5,932,772 for up to five years and Manhole Adjusting, Inc., of Pico Rivera, California, for a total not-to-exceed contract amount of $174,380 for up to five years.

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

FISCAL IMPACT: The recommended contract award to All American Asphalt is for a total not-to-exceed contract amount of $3,559,663 over the three-year term. Two one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $2,373,109 for a total contract amount not-to-exceed $5,932,772. The recommended contract award to Manhole Adjusting, Inc., is $104,628 over the three-year term. Two one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $69,752 for a total contract amount not-to-exceed $174,380. If approved, appropriations will be included in future Annual Budgets to the City Council for approval as needed for the procurement of asphalt materials for street overlay and maintenance work.

BACKGROUND & ANALYSIS: The City routinely purchases asphalt and other materials from suppliers on an as-needed basis for on-going maintenance and repairs. The suppliers will be compensated for materials based on the fee structures and material billing rate set forth in the respective three-year purchase Agreements.

On March 22, 2024, the City solicited bids for Bid No. 1779 Asphalt Materials. On April 18, 2024, two bids were received ranging from $750.50 to $976.70 per ton. The unit cost includes the additional costs of sales tax and delivery. After reviewing the bids, and based on credentials, pricing, favorable

product availability and service, it was determined that All American Asphalt was the lowest responsible bidder.

Bid results are listed below:

Vendor	**Location**	**Amount**
All American Asphalt	Corona, CA	$750.50/ton
Manhole Adjusting, Inc.	Pico Rivera, CA	$976.70/ton

Purchasing from multiple suppliers is recommended to give the City the flexibility to ensure the quality and timeliness of materials. Therefore, Staff will order from All American Asphalt for the residential overlay program and from Manhole Adjusting, Inc. for potholes and other materials. The selected suppliers possess the knowledge, qualifications, and experience needed to meet all Federal and State requirements.

CITY OF ONTARIO
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PAUL S. LEON
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COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS AND EQUIPMENT PURCHASE AGREEMENT

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **All American Asphalt**, a **Corporation** with its principal place of business at 400 E. Sixth St. Corona, CA 92879-2229 ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Supplier as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Supplier will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject

nonconforming goods, irrespective of City's failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will, immediately after receiving notice from City, at the option of City, and at Supplier's own expense and without cost to City:

1. Repair the defective Goods;

2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office, or other location of City where the Goods was originally performed or delivered; or

3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies

permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier and such change will be authorized by a change order document signed by City and accepted by Supplier.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Supplier are employees, agents, contractors or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace, or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City

has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods, but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

Section 14. INSURANCE.

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $2,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least $2,000,000 per occurrence shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status on commercial general liability and automobile liability insurance with the endorsements. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City or any additional insureds shall not be called upon to contribute to any loss and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

D. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, licensed to do business in California, and satisfactory to the City.

E. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Supplier, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. FORCE MAJEURE

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

Section 18. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:	SUPPLIER:
City of Ontario 303 East "B" Street Ontario, CA 91764 Attn: Tim Masot, Parks & Maintenance Manager	All American Asphalt 400 E Sixth St. Corona, CA 92879-2229 Attn: Ed Carlson, Vice President

Such notice shall be deemed made when personally delivered or when mailed, forty-eight

(48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

I. No Third Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

K. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND ALL AMERICAN ASPHALT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

ALL AMERICAN ASPHALT

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Exhibit A
Goods Specifications

Exhibit B
Delivery Schedule

Deliveries

The contractor shall perform all deliveries to State Facilities in a safe and professional manner. Contractor equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering the public and/or City personnel or property.

The contractor shall have adequate equipment of goods on proposed contract. The contractor shall have adequate office and personnel resources for responding to the City's needs, including telephone coverage weekdays between the hours of 7:00 AM and 5:00 PM.

Delivery of materials shall be made by the Contractor by means of "transfer end-dump deliveries"_ Alternate means of transport may be utilized subject to 48-hour advance approval of City.

Schedule of Paving Days

Upon acceptance of the Contractor's proposal, and a minimum of 90 calendar days prior to the first day on which supply and delivery of asphalt to the City is required, the City shall provide the Contractor with a schedule of paving days which will show the specific date and location(s) where supply and delivery to the City of asphalt by the contractor is required. The Schedule of Paving Days will also include the quantity of asphalt (in "tons") required by the City at each location. For the purpose of establishing a real and sincere proposal with respect to total contract quantities for specified materials, the Contractor shall refer to the "schedule of Required Materials" contained within this document.

The City reserves the right to revise the Schedule of Paving Days with respect to locations and/or quantities. Notice to the Contractor stating such revisions shall be delivered a minimum of 72 hours prior to the calendar day on which a change is being made. Revisions of this nature will not be cause for any form of additional compensation to be due to the Contractor.

Delivery shall be made only to location listed in the Schedule of Paving Days or within revisions to such, made by written authorization from City.

Required Quantities and Time/ Rate of Delivery

Pursuant to the Schedule of Paving Days, the Contractor shall provide to the City, the required tonnage(s) of asphalt delivered to the specified locations(s).

The minimum and maximum quantities of asphalt which shall be specified for supply and delivery for any given day within the Schedule of Paving Days shall be, 100 tons and 1,100 tons respectively (total for all paving locations that day). This specified quantity shall be suppled and delivered under the following terms:

A. Delivery shall commence at 8:00 AM.

B. Delivery of the total quantity of a required subject paving day by the Schedule of Paving Days shall be completed by 4:00 PM that day.

C. At its discretion, City will determine and notify the Contractor of the number of trucks and rounds required per truck for any specific paving locations a minimum of 48 hours prior to delivery.

In the event that on a day specified for supply and delivery of asphalt by the Schedule of Paving Days and within the timeframes described in section "a" and "b" above, the Contractor is unable to supply the total quantity of material requested by the City, a deduction shall be made from compensation due the Contractor within the monthly invoice pursuant to the following:

Liquidated Damages

In the event the material on this contract is delayed or not delivered in accordance with these specifications, through no fault of the City, the Contractor will be liable for direct manpower and idle equipment costs incurred by the City.

Standing Time

The City will be entitled for standing time for the purposed of unloading of not more than one half hour at no charge to the City. A charge of ($1.00) one dollar per minute shall be assessed for standing time in which the carrier equipment is detained, through no fault of the carrier, in excess of the free time. Charged time shall be supported with the appropriate documents. For payment to be processed, the standing time billing must accompany, on a separate invoice the material billing.

Start time shall begin when the carrier is ready to hook-up the paver or ready to dump, but no earlier than the requested time of arrival.

End time shall occur when carrier disconnects or is finished dumping.

Exhibit C
Fee Schedule

Item Description	Unit of Measure	Unit Price
Bulk Asphalt PG 64-10, 3/8 Fine--Delivery (Include all fees)	Per Ton	$92.35
Bulk Asphalt PG 64-10, 3/8 Fine--Will Call	Per Ton	$81.35
Bulk Asphalt PG 64-10, 1/2 --Delivery (Include all fees)	Per Ton	$89.35
Bulk Asphalt PG 64-10, School Mix -- Will Call	Per Ton	$108.35
Bulk Asphalt SC 800, Cold Mix -- Will Call	Per Ton	$97.35
3/4IN CL 2 Base	Per Ton	$7.40
Bulk Asphalt SC 800, Cold Mix -- Delivery (Include all fees)	Per Ton	$108.35
Standby Fee	Per minute	$3.00
Short Load Fee	Per Load	$150.00
Shipping/Delivery Fee, if applicable	Per Ton	$12.00

Contract Period

The contract term shall be from July 1, 2024 – June 30, 2027, unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. The total contract amount shall not exceed **Three Million Five Hundred Fifty-Nine Thousand Six Hundred Sixty-Three Dollars ($3,559,663)** over the three-year term.

Extension Option

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS AND EQUIPMENT PURCHASE AGREEMENT

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **Manhole Adjusting Inc.**, a **Corporation** with its principal place of business at **9500 Beverly Road, Pico Rivera, CA 90660** ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Supplier as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Supplier will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment, and material to be incorporated in the Goods. Material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Supplier of a rejection of

nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will, immediately after receiving notice from City, at the option of City, and at Supplier's own expense and without cost to City:

1. Repair the defective Goods;

2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office, or other location of City where the Goods was originally performed or delivered; or

3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier and such change will be authorized by a change order document signed by City and accepted by Supplier.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors, and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Supplier shall pay City the sum of $0 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Supplier are employees, agents, contractors or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace, or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City

has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $2,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least $2,000,000 per occurrence shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status on commercial general liability and automobile liability insurance with the endorsements. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City or any additional insureds shall not be called upon to contribute to any loss and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds

D. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

E. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Supplier, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools, and appliances and exercise all rights, options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. FORCE MAJEURE

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

Section 18. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Tim Masot, Parks & Maintenance Manager

SUPPLIER:

Manhole Adjusting Inc.
9500 Beverly Road
Pico Rivera, CA 90660
Attn: John Velez

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

I. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

K. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND MANHOLE ADJUSTING INC.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

MANHOLE ADJUSTING INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Exhibit A
Goods Specifications

Deliveries

The contractor shall perform all deliveries to State Facilities in a safe and professional manner. Contractor equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering the public and/or City personnel or property.

The contractor shall have adequate equipment of goods on proposed contract. The contractor shall have adequate office and personnel resources for responding to the City's needs, including telephone coverage weekdays between the hours of 7:00 AM and 5:00 PM.

Delivery of materials shall be made by the Contractor by means of "transfer end-dump deliveries"_ Alternate means of transport may be utilized subject to 48-hour advance approval of City.

Schedule of Paving Days

Upon acceptance of the Contractor's proposal, and a minimum of 90 calendar days prior to the first day on which supply and delivery of asphalt to the City is required, the City shall provide the Contractor with a schedule of paving days which will show the specific date and location(s) where supply and delivery to the City of asphalt by the contractor is required. The Schedule of Paving Days will also include the quantity of asphalt (in "tons") required by the City at each location. For the purpose of establishing a real and sincere proposal with respect to total contract quantities for specified materials, the Contractor shall refer to the "schedule of Required Materials" contained within this document.

The City reserves the right to revise the Schedule of Paving Days with respect to locations and/or quantities. Notice to the Contractor stating such revisions shall be delivered a minimum of 72 hours prior to the calendar day on which a change is being made. Revisions of this nature will not be cause for any form of additional compensation to be due to the Contractor.

Delivery shall be made only to location listed in the Schedule of Paving Days or within revisions to such, made by written authorization from City.

Required Quantities and Time/ Rate of Delivery

Pursuant to the Schedule of Paving Days, the Contractor shall provide to the City, the required tonnage(s) of asphalt delivered to the specified locations(s).

The minimum and maximum quantities of asphalt which shall be specified for supply and delivery for any given day within the Schedule of Paving Days shall be, 100 tons and 1,100 tons respectively (total for all paving locations that day). This specified quantity shall be suppled and delivered under the following terms:

A. Delivery shall commence at 8:00 AM.

B. Delivery of the total quantity of a required subject paving day by the Schedule of Paving Days shall be completed by 4:00 PM that day.

C. At its discretion, City will determine and notify the Contractor of the number of trucks and rounds required per truck for any specific paving locations a minimum of 48 hours prior to delivery.

In the event that on a day specified for supply and delivery of asphalt by the Schedule of Paving Days and within the timeframes described in section "a" and "b" above, the Contractor is unable to supply the total quantity of material requested by the City, a deduction shall be made from compensation due the Contractor within the monthly invoice pursuant to the following:

Liquidated Damages

In the event the material on this contract is delayed or not delivered in accordance with these specifications, through no fault of the City, the Contractor will be liable for direct manpower and idle equipment costs incurred by the City.

Standing Time

The City will be entitled for standing time for the purposed of unloading of not more than one half hour at no charge to the City. A charge of ($1.00) one dollar per minute shall be assessed for standing time in which the carrier equipment is detained, through no fault of the carrier, in excess of the free time. Charged time shall be supported with the appropriate documents. For payment to be processed, the standing time billing must accompany, on a separate invoice the material billing.

Start time shall begin when the carrier is ready to hook-up the paver or ready to dump, but no earlier than the requested time of arrival.

End time shall occur when carrier disconnects or is finished dumping

Exhibit B
Delivery Schedule

Item Description	Unit of Measure	Unit Price
Bulk Asphalt PG 64-10, 3/8 Fine--Delivery (Include all fees)	Per Ton	$112.00
Bulk Asphalt PG 64-10, 3/8 Fine--Will Call	Per Ton	$95.00
Bulk Asphalt PG 64-10, 1/2 --Delivery (Include all fees)	Per Ton	$112.00
Bulk Asphalt PG 64-10, School Mix -- Will Call	Per Ton	$95.00
Bulk Asphalt SC 800, Cold Mix -- Will Call	Per Ton	$110.00
3/4IN CL 2 Base	Per Ton	$0.00
Bulk Asphalt SC 800, Cold Mix -- Delivery (Include all fees)	Per Ton	$126.50
Standby Fee	Per Minute	$2.20
Short Load Fee	Per Load	$270.00
Shipping/Delivery Fee, if applicable	Per Ton	$0.00

Contract Period

The contract term shall be from July 1, 2024 – June 30, 2027, unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. The total contract amount shall not exceed **One Hundred Four Thousand Six Hundred Twenty-Eight Dollars with Zero Cents ($104,628)** over the three-year term.

Extension Option

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Exhibit C
Fee Schedule

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Niles Boyer Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: A CONSTRUCTION CONTRACT WITH GRBCON, INC. FOR THE EASEMENT STORM DRAIN REPAIR PROJECT

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Construction Contract with GRBCON, Inc., of Baldwin Park, California, for the Easement Storm Drain Repair Project in the amount of $707,191;
B. Authorize a 10% contingency of $70,719 to address any unforeseen issues that may arise during the construction for a total not-to-exceed contract amount of $777,910; and
C. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts and filing a notice of completion at the conclusion of all construction related activities.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Capital Improvement Project Fund for easement storm drain repairs. The recommended Construction Contract with GRBCON, Inc., of Baldwin Park, California, for the Easement Storm Drain Repair Project is in the amount of $707,191 with a 10% contingency of $70,719 for a total contract amount not-to-exceed $777,910.

BACKGROUND & ANALYSIS: The proposed easement storm drain repair project involves repairing and replacing portions of existing storm drainpipes at various Citywide locations. Work includes sawcut, removal and excavation trench, removal of a portion of existing storm drain line, construction of new high-density polyethylene (HDPE) pipe, backfill using native soil, restore concrete, rock, dirt, and landscaping. Work also includes the installation of fiberglass patches, post closed-circuit television (CCTV) inspections, and related work as specified on the contract

documents.

On February 23, 2024, the City solicited bids for Bid No. 1756 Citywide Storm Drain Repairs. The bid results are listed below:

Vendor	**Location**	**Amount**
GRBCON, Inc.	Baldwin Park, CA	$707,191
Ramona, Inc.	Baldwin Park, CA	$978,000

GRBCON, Inc. located in Baldwin Park, California, was the lowest responsive bidder that met all the requirements with a cost of $707,191. Staff recommends awarding the Construction Contract to GRBCON, Inc., for the Easement Storm Drain Repair Project.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and GRBCON, Inc., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

CITYWIDE STORM DRAIN REPAIRS 2024

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **160 calendar days** (inclusive of materials procurement and field construction) from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Seven Hundred Thousand Seven and One Hundred Ninety-One Dollars ($707,191)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $1,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages

and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following Notice Inviting Bids:

Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits

Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all

requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

GRBCON, Inc.

By:_____

Its:

_____

Printed Name:

_____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By:_____

Its:

_____

Printed Name:

_____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Philip Marino Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: A MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORIST, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-15 with West Coast Arborist, Inc., of Anaheim, California, to provide Citywide Tree Maintenance Services for a total contract amount not-to-exceed $11,609,505 for up to five (5) years.

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

FISCAL IMPACT: The recommended Maintenance Services Agreement with West Coast Arborist, Inc. is in the amount of $6,800,319 over a three-year term. Two optional one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $4,809,186 for a total contract amount not-to-exceed $11,609,505.

BACKGROUND & ANALYSIS: The City is responsible for the maintenance of approximately 60,000 trees throughout the City on parkways, parks, and medians. The Agreement includes tree trimming, tree and stump removal, tree planting, 24-hour on-call emergency services, and utilizing the West Coast Arborist Tree Inventory and Maintenance Management Tool (Arbor Access). The City utilizes a five-year planned grid-trimming cycle throughout the City along with specialized/heaver pruning on designated tree types and annual palm tree pruning in order to reduce emergency and service request responses and minimize risk to the City due to tree or limb failures.

Staff recommends awarding the Maintenance Services Agreement to West Coast Arborist, Inc. based on their 25 years of experience working in the City of Ontario and providing services that they solely provide. Access to the Arbor Access System allows IT Staff to update the system and address any questions that our Staff has at no additional charge. We receive daily reports of work completed for the day, and currently have the same Staff working in the City for over 15 years.

Exercising the option to sole source with West Coast Arborist, Inc. will allow the City to limit the

potential for higher yearly increases to the bid amounts, avoid the costs of re-bidding the contract, provide service continuity, and project future costs.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **West Coast Arborists, Inc.**, a **Corporation** with its principal place of business at **2200 Via Burton, Anaheim, CA 92806** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Citywide Tree Maintenance Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Citywide Tree Maintenance Services PM 2425-15** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024, to June 30, 2027,** unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion to renew this Agreement automatically for no more than **Two Additional One-Year Terms.** Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Million Eight Hundred Thousand Three Hundred Nineteen Dollars ($6,800,319**) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Philip Marino, Urban Forestry Manager** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Nick Alago, Area Manager,** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Three Thousand One Hundred Six Dollars ($3,106**) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work

knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of

warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents, and volunteers as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents, and volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be

restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

West Coast Arborists, Inc.
2200 Via Burton Street
Anaheim, CA 92806
Attn: Nick Alago, Area Manager

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Philip Marino, Urban Forestry Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WEST COAST ARBORISTS, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

West Coast Arborists, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

EXHIBIT "A"

SCOPE OF SERVICES

PLEASE SEE ATTACHED

EXHIBIT "B"

SCHEDULE OF SERVICES

JULY 1, 2024 - JUNE 30, 2027

EXHIBIT "C"

COMPENSATION

NOT TO EXCEED $6,800,319

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

TREE TRIMMING SPECIFICATIONS

SECTION 13 - TREE TRIMMING/MAINTENANCE METHODS

13.01 Disposal of Material

Excavation material determined as unsuitable fill material by the Parks Director shall become the property of the Contractor and shall be legally disposed of outside the site of the work by and at the expense of the Contractor. The Contractor is required to recycle all green waste material generated from its operations.

13.02 Site Maintenance

(A)

Throughout the period of the contract, the Contractor shall maintain the work sites in a safe, neat and orderly condition free of all hazardous conditions, trash, debris, surplus materials and objectionable matter of any kind, all to the satisfaction of the Parks Director. All signs utilized by the Contractor shall be maintained in a graffiti free condition.

(B)

During the course of tree trimming/maintenance activities, the Contractor shall protect all existing improvements, including underground utilities, which are to remain in place within and adjacent to the right-of-way, from damage resulting from his operations. In the event that an improvement is damaged, the Contractor shall immediately notify its owner and the Parks Director of such damage, and the improvement shall immediately be restored to its original condition to the satisfaction of its owner, either by the owner or Contractor, at the option of the owner, at the Contractor's expense.

(C)

At the completion of the contract activities, the Contractor shall clean up the site of the work and leave it in a neat and orderly condition free from trash, debris and excess construction materials and other objectionable matter, all to the satisfaction of the City.

14.06 Cleaning Equipment

Shall be power brooms, power blowers, air compressors, water flushing equipment, and hand brooms suitable for cleaning the surface, gutters and sidewalks to remove loose wood chips, grass and other debris upon operation of tree trimming/maintenance operations.

14.07 Pruning Standards and Specifications

1. All trees shall be given a complete trim (see specifications for "Complete Trim").

2. All work shall conform to the attached 1988 Pruning Standards of the Western Chapter ISA and these specifications. In all cases, the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.

3. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1-1988 Safety Requirements.

4. Contractor shall provide and post "No Parking" signs 48 hours in advance of work.

5. The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree trimming operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

3. Prune end branches to lighten end weight where such overburden appears likely to cause breakage of limbs. Remove cross limbs, water sprouts and suckers. Perform crown reduction to ISA Specifications to approximately a 25 percent reduction in total crown size.

4. All trees on which vines are growing shall have said vines removed. Vine tendrils shall be removed in a manner which will not injure trees or cause scaring of low branches and tree trunks.

14.09 Specifications for Palm Tree Trimming

1. Standard trim; remove all dead and live fronds so that the remaining healthy fronds are existing at an upward 80 degree angle in relation to a horizontal plane at the head of the palm tree. All frond sheaths shall be removed along the entire length of the tree.

14.10 Tree and Tree Stump Removal

1. Type of Work: Provide complete tree removal and stump removal.

2. Specifications for tree removal:

   A. Removal of entire tree, stump remaining shall be no higher than four (4) inches above soil grade and shall be removed within 30 days after tree removal.

   B. Work shall begin within 10 days after each request and be diligently pursued until completion. A job completion date will be given to contractor when requests are given.

   C. Contractor shall make all arrangements necessary to have power or utility lines temporarily disconnected if necessary for the safe removal of the tree.

   D. When the removal requires special or additional means, there shall be no additional units or overall cost to the City without the authorization of Parks Director.

14.14 Pictures

Contractor is to supply representative of "Before and After" trimming that are suitable for reproduction when requested by the City.

14.15 Public Convenience and Traffic Control

Traffic control is paramount to the successful completion of tree maintenance trimming operations.

The Contractor shall have the responsibility to provide adequate safety work zones for his employees and the public. Traffic control shall be approved by the Parks Director, his designated representative or the Engineering Department prior to commencing work each day.

(A)
The Work Area Traffic Control Handbook (W.A.T.C.H.), 1990 Edition, shall be the reference document for establishing traffic control and detours for this project.

(B)
Legal "No Parking Tow Away Zone" signs, bearing the wording by order of the Police Department with specific dates and time frames shall be supplied and posted along each route by the contractor 48 hours prior to the start of work. Signs shall be posted at all intersections, at the end of all cul-de-sacs and on each side of the street at a maximum of 200 feet between signs. Signs may be attached to existing street light standards and traffic control sign posts, but will not be allowed to be attached to mail boxes. When necessary, the contractor shall furnish temporary posts.

(C)
The Contractor shall supply and post signs at each entrance to a tree trimming/maintenance location to warn motorists of possible safety or property damage hazards. These signs shall be of sufficient size and shall be mounted in such a way to be readable for traffic conditions.

(D)
Traffic flow must be maintained at all times and businesses must have access to customers at all times. At the discretion of the Parks Director, tree trimming/maintenance operations may be required to be performed on Fridays and Saturdays.

EXHIBIT C

City of Ontario
Tree Maintenance Services provided by WCA, Inc.

Proposed Schedule of Compensation

			Initial Term	Option Year #1	Option Year #2
DESCRIPTION	**UNIT**	**CURRENT UNIT RATES**	**PROPOSED RATES FY24/25 - FY26/27**	**PROPOSED RATES FY27/28**	**PROPOSED RATES FY28/29**
Grid Pruning	Each	$80.75	$ 84.00	$ 87.00	$ 90.00
Service Request Pruning	Each	$147.00	$ 152.00	$ 157.00	$ 162.00
Coco Palm Pruning	Each	$42.55	$ 44.00	$ 45.50	$ 47.00
Washingtonia Palm Pruning	Each	$80.75	$ 84.00	$ 87.00	$ 90.00
Canary Island Date Palm Pruning	Each	$227.75	$ 235.00	$ 243.00	$ 251.00
Tree and Stump Removal	Inch	$27.85	$ 40.00	$ 41.50	$ 43.00
Tree Only Removal	Inch	$23.65	$ 25.00	$ 26.00	$ 27.00
Stump Only Removal	Inch	$13.20	$ 15.00	$ 15.50	$ 16.00
Plant 15 Gal tree w/o RB	Each	$139.20	$ 144.00	$ 149.00	$ 154.00
Plant 15 Gal tree w/RB	Each	$183.70	$ 190.00	$ 197.00	$ 204.00
Plant 15 Gal tree w/o RB (water 6 mos)	Each	$307.30	$ 400.00	$ 414.00	$ 428.00
Plant 24" Box tree w/o RB	Each	$286.00	$ 300.00	$ 310.00	$ 321.00
Plant 24" Box tree w/RB	Each	$330.70	$ 345.00	$ 357.00	$ 370.00
Tree Watering - per tree	Each	$7.35	$ 7.60	$ 7.85	$ 8.10
Tree Watering - per day	Day	$587.85	$ 608.00	$ 630.00	$ 652.00
Small Tree Care	Each	$40.45	$ 42.00	$ 43.50	$ 45.00
Arborist Services	Man Hour	$80.75	$ 90.00	$ 93.00	$ 96.00
Crew Rental - per man	Man Hour	$80.75	$ 90.00	$ 93.00	$ 96.00
Emergency Crew Rental - per man	Man Hour	$131.30	$ 135.00	$ 139.00	$ 144.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tim Masot Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: A MAINTENANCE SERVICES AGREEMENT WITH UNITED STORM WATER, INC. FOR CITYWIDE STORM DRAIN MAINTENANCE SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. SM-2425 with United Storm Water, Inc., of Industry, California, to provide citywide Storm Drain Maintenance Services for a total contract amount not-to-exceed $640,290 for up to three years.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The recommended contract award to United Storm Water, Inc., is for $580,290 plus urgency services in an amount of $60,000 for a total not-to-exceed contract amount of $640,290 over the three-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed for Citywide Storm Drain Maintenance Services.

BACKGROUND & ANALYSIS: The City maintains 673,496 linear feet of storm drains citywide. In order to keep the storm drain system operational, the catch basins must be serviced regularly. In April 2024, the City solicited bids for Bid No. 1771 Storm Drain Maintenance Services. Two bids were received that met the bid criteria and standards necessary to perform this work. The bid results are listed below:

Vendor	Location	Amount
United Storm Water, Inc.	Industry, CA	$580,290
Downstream Services, Inc.	Escondido, CA	$1,490,582

United Storm Water, Inc., of Industry, California, submitted a bid that met all the required specifications with a total contract cost of $580,290 over a three-year term. Based on the proposal, credentials, pricing, and favorable reference checks, Staff recommends awarding the Maintenance Services Agreement to United Storm Water, Inc.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **United Storm Water, Inc.,** a **Corporation**, with its principal place of business at **14000 Valley Blvd., Industry, CA 91746** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Storm Drain Maintenance Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Storm Drain Maintenance Services SM-2425** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2027**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The

Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Eighty Thousand Two Hundred Eighty-Nine Dollars and Fifty Cents ($580,289.50)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and Supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income

tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Tim Masot, Parks and Maintenance Manager** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Lydia Perry, Secretary/Treasurer**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to

the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Sixty Five Dollars with Zero Cents ($265)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and

policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

United Storm Water, Inc.
14000 Valley Blvd
Industry, CA 91746
Attn: Lydia Perry, Secretary/Treasurer

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Tim Masot, Parks and Maintenance Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND UNITED STORM WATER, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

United Storm Water, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

EXHIBIT "A"

SCOPE OF SERVICES

PLEASE SEE ATTACHED

EXHIBIT "B"

SCHEDULE OF SERVICES

BID SCHEDULE

i) STORM DRAIN MAINTENANCE SERVICES SM-2425
FISCAL YEAR 2024/2025, 2025/2026 and 2026/2027 (Three-year contract)

Description	Qty	Unit Price	Total Cost
Mobilization	1	**$ 10,000.00**	**$ 10,000.00**
Catch Basin Cleaning	5100	**$ 82.00**	**$ 418,200.00**
CDS Units 4'	Ea.	**$1,450.00**	
CDS Units 5'	Ea.	**$ 1,850.00**	
CDS Units 6'	Ea.	**$ 1,850.00**	
CDS units 7'	Ea.	**$ 2,800.00**	
CPS Units	Ea.	**$ 125.00**	
Storm drainpipe cleaning	36000 l. f.	**$ 2.50**	**$ 90,000.00**
18" to 30" RCP and CMP at Creekside (lineal feet) Haven to Turner Creekside Greenbelt			
Open Channel (l.f.)	11289 l. f.	**$ 5.50**	**$62,089.50**

(ETIWANDA CREEK, TURNER CREEK, GUASTI CHANNEL, MISSION CREEK, AND SHEA FLOOD CONTROL)

THREE YEAR TOTAL $ 580,289.50

EXHIBIT "C"

COMPENSATION

NOT TO EXCEED $580,289.50

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20__, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20__, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Cynthia Heredia-Torres Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO AWI BUILDERS, INC. FOR THE FIRE ADMINISTRATION BUILDING

RECOMMENDATION: That the City Council take the following actions:

A. Reject S.J. Amoroso Construction Co., LLC's bid for the Fire Administration Building project as being non-responsive, and
B. Authorize the City Manager or his designee to execute a Construction Contract with AWI Builders, Inc., of Burbank, California, to provide construction services for the D&C21-001A New Fire Administration Building in the amount of $31,665,595, and
C. Authorize a 15% contingency of $4,749,840, for a total not-to-exceed contract amount of $36,415,435; and
D. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

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

FISCAL IMPACT: The recommended Agreement with AWI Builders, Inc. is in the amount of $31,665,595 plus a 15% contingency of $4,749,840, for a total not-to-exceed contract amount of $36,415,435. The Fiscal Year 2023-24 Adopted Budget includes partial appropriations in the Capital Projects Fund for the Fire Administration Building project. If approved, additional appropriations in the Capital Projects Fund will be requested at a future quarterly budget update.

BACKGROUND & ANALYSIS: The new Fire Administration Building will be located at the southeast corner of Francis Street and Parco Avenue collocated with Fire Station 3 and the Fire Training Center. The construction will consist of a three-story, 32,062 sq. ft, type II-B building, with associated on-site and off-site improvements. The Fire Administration Building will serve as the new

headquarters for the Ontario Fire Department which will house approximately 50 Fire Department employees and include an Emergency Operations Center and Fire Emergency Dispatch Center.

On April 30, 2024, five bids were received for Bid No. 1778 - D&C21-001A New Fire Administration Building. The bids ranged from $31,587,000 to $35,346,000. The bids are summarized below:

Bidder	Location	Amount
S.J. Amoroso Construction Co., LLC	Redwood City, CA	$31,587,000
AWI Builders, Inc.	Burbank, CA	$31,665,595
AMG & Associates, Inc.	Santa Clarita, CA	$33,185,000
Royal Construction Corp	Arcadia, CA	$34,385,000
Morillo Construction, Inc.	Pasadena, CA	$35,346,000

During Staff's review of S.J. Amoroso Construction Co., LLC's (S.J. Amoroso) bid, it was revealed that S.J. Amoroso failed to submit a complete package in accordance with the project specifications, which rendered their bid non-responsive. Based on S.J. Amoroso's failure to adhere to the project specifications, Staff recommends the City Council reject the bid submitted by S.J. Amoroso as non-responsive and award the contract to AWI Builders, Inc., as the lowest responsible bidder submitting a responsive bid that met all the required specifications, credentials, pricing, favorable reference checks, ability to perform the work in a timely manner, and their successful completion of this type of work in the past.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____ is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and AWI Builders, Inc, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

D&C21-001A Fire Administration Building

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **600** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all

applicable taxes and costs, the sum of THIRTY-ONE MILLION SIX HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED NINETY FIVE Dollars ($31,665,595). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$2700** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

AWI Builders, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Cynthia Heredia-Torres Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **AN AMENDMENT TO THE ARCHITECTURAL DESIGN SERVICES AGREEMENT WITH PBK ARCHITECTS, INC. FOR FIRE STATION NO. 1 AND THE FIRE ADMINISTRATION BUILDING**

RECOMMENDATION: That the City Council authorize the City Manager or designee to execute Amendment No. 2 to the Architectural Design Services Agreement with PBK Architects, Inc., of Rancho Cucamonga, California, to provide additional architectural design of Fire Station No. 1 and Fire Administration Building in the amount of $70,720 for a total not-to-exceed contract amount of $3,759,720 and extend the agreement to June 30, 2026.

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

FISCAL IMPACT: The proposed amendment to the Architectural Design Services Agreement with PBK Architects, Inc. for additional architectural design of Fire Station No. 1 and Fire Administration Building is in an amount of $70,720 for a total not-to-exceed contract amount of $3,759,720. The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Capital Projects Fund for these services.

BACKGROUND & ANALYSIS: As part of the City's ongoing efforts to maintain a high level of public safety and invest in the City's infrastructure, Fire Station No. 1 and Fire Administration Building were identified as facilities in need of renovation. On July 21, 2020, the City Council awarded the Architectural Design Services Agreement for the design of Fire Station No. 1 and the new Fire Administration Building to PBK Architects, Inc. While in the process of creating the plans for the project, additional services were required in order to incorporate necessary changes that included the design of the emergency radio responding equipment and emergency water supply system at the Fire Administration Building, and path of travel and storm drain revisions at Fire Station No. 1.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE ARCHITECTURAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PBK ARCHITECTS, INC.

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and PBK Architects, Inc., a CORPORATION (Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Architectural Design Services Agreement" dated July 21, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement for new end date June 30, 2026, and revise the scope of services by adding design services to the D&C21-001 New Fire Station 01 and Fire Administration Building project increasing the agreement amount by $70,720 for a new total not to exceed amount of $3,759,720. The Parties have heretofore entered into Amendment No. 1 dated February 16, 2021.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2, 3.8.2 and 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.2 Term. The term of this Agreement shall be from **June 30, 2023,** to **June 30, 2026**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines."

"3. 8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Attachment "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation ,provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

"3. 10. 1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Three Million Seven Hundred Fifty-Nine Thousand and Seven Hundred Twenty Dollars ($3,759,720)** (Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit " B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

Exhibit B is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE ARCHITECTURAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PBK ARCHITECTS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

PBK ARCHITECTS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

8163 Rochester Avenue
Rancho Cucamonga, CA 91730
P. +1 909-987-0909
PBK.com

May 21, 2024

Mr. Dan Beers
Design and Construction Project Manager
City of Ontario
1333 South Bon View Avenue
Ontario, CA 91761

Re: Request for Additional Services – Unforeseen Design Services
Ontario Fire Station 1 and Administration Building
Project 2011700.06

Dear Dan:

Per your request, the following is a breakdown of the additional services requested for unforeseen design services:

PROJECT		**FEE**
Fire Station 1	$	5,000.00
Fire Administration Building	$	5,000.00
TOTAL FEE	**$**	**10,000.00**

Dan, If you should have any questions regarding this request, please feel free to contact me at any time.

Very truly yours,

KELLEY NEEDHAM, AIA
Managing Senior Principal

KN:hb/P02011700x8-ltr

cc: Cynthia Heredia-Torres, Engineer, City of Ontario
Stephanie Quintero, Director of Accounting, Senior Associate, PBK
Rowel Zafra, Project Manager, PBK

8163 Rochester Avenue
Rancho Cucamonga, CA 91730
P. +1 909-987-0909
PBK.com

May 21, 2024

Mr. Dan Beers
Design and Construction Project Manager
City of Ontario
1333 South Bon View Avenue
Ontario, CA 91761

Re: Request for Additional Services – South Perimeter Site Wall
Ontario Fire Station 1
Project 2011700.06

Dear Dan:

As you are aware, the improvements scheduled along the south property line will need to be revised to work with the new parking structure. A breakdown of the additional fees are as follows:

FIRM		**FEE**
MSL Engineering	$	6,000.00
Miyamoto International	$	2,000.00
PBK		3,000.00
TOTAL FEE	**$**	**11,000.00**

Once completed, the revised drawings will be submitted to Building and Safety for review and approval. Please let me know how you would like to proceed in regard to this matter.

If you should have any questions regarding this request, please feel free to contact me at any time.

Very truly yours,

KELLEY NEEDHAM, AIA
Managing Senior Principal

KN:hb/P02011700x9-ltr

cc: Cynthia Heredia-Torres, Engineer, City of Ontario
Stephanie Quintero, Director of Accounting, Senior Associate, PBK
Rowel Zafra, Project Manager, PBK

8163 Rochester Avenue
Rancho Cucamonga, CA 91730
P. +1 909-987-0909
PBK.com

May 21, 2024

Mr. Dan Beers
Design and Construction Project Manager
City of Ontario
1333 South Bon View Avenue
Ontario, CA 91761

Re: Request for Additional Services – New Site Wall Area
Ontario Fire Station 1
Project 2011700.06

Dear Dan:

As you are aware, a new site wall, one additional flagpole and walkway are to be added at the northeast corner of the Fire Station, see attached Site Wall Drawing. A breakdown of the additional fees are as follows:

FIRM		**FEE**
MSL Engineering	$	4,000.00
Miyamoto International		1,500.00
Cornerstone Studios		1,300.00
A&F Engineering		1,200.00
PBK		2,800.00
TOTAL FEE	**$**	**10,800.00**

Once completed, the revised drawings will be submitted to Building and Safety for review and approval. Please let me know how you would like to proceed in regard to this matter.

If you should have any questions regarding this request, please feel free to contact me at any time.

Very truly yours,

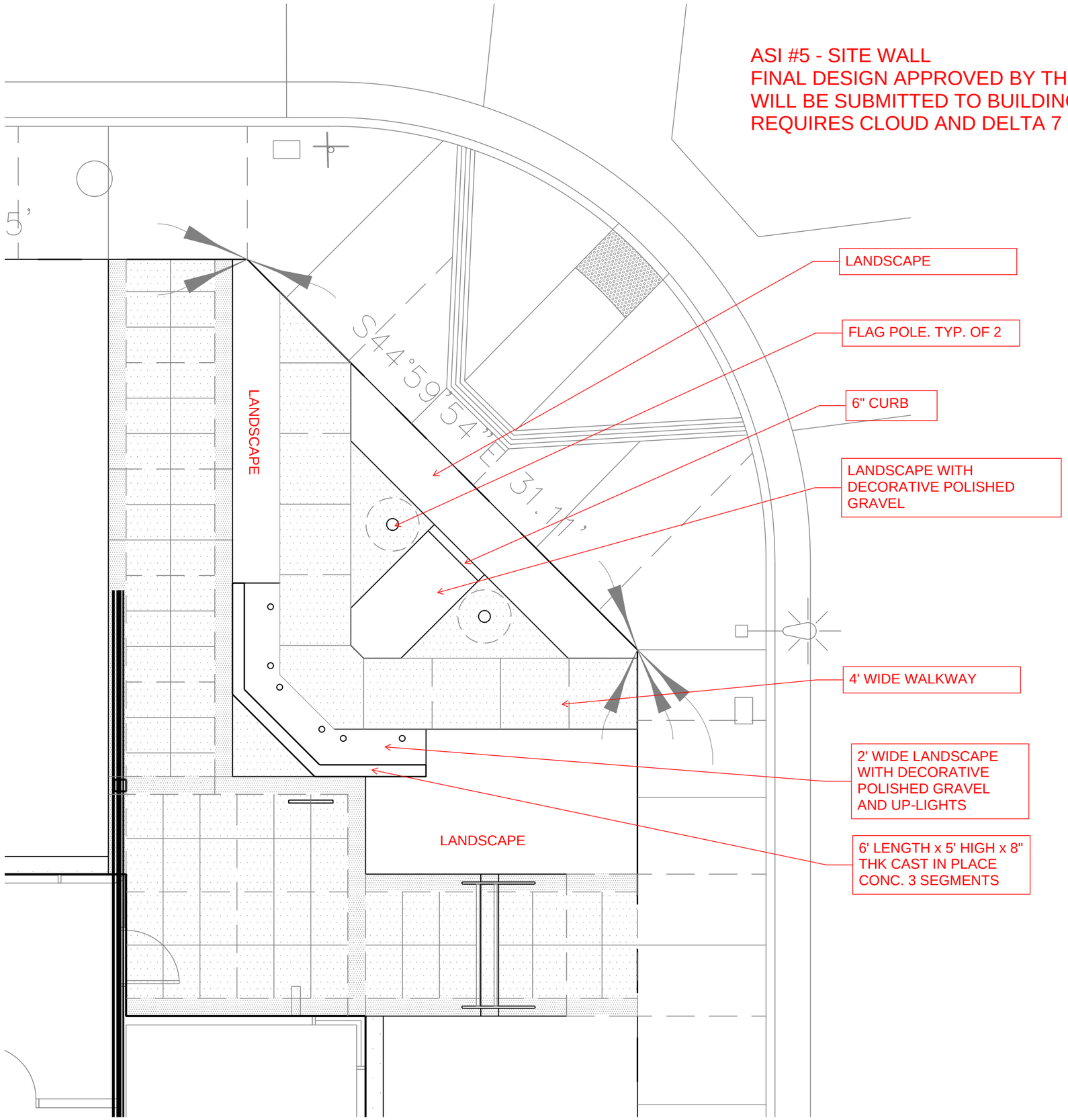
KELLEY NEEDHAM, AIA
Managing Senior Principal

KN:hb/P0201170010-ltr

Attachment: Site Wall Drawing

cc: Cynthia Heredia-Torres, Engineer, City of Ontario
Stephanie Quintero, Director of Accounting, Senior Associate, PBK
Rowel Zafra, Project Manager, PBK

ASI #5 - SITE WALL
FINAL DESIGN APPROVED BY THE FIRE DEPT. THIS WILL BE SUBMITTED TO BUILDING DEPT. AND REQUIRES CLOUD AND DELTA 7 - SITE WALL.



CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tim Masot Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: A MAINTENANCE SERVICES AGREEMENT WITH CMAX COMMERCIAL MAINTENANCE, INC. FOR CITYWIDE STREET SWEEPING SERVICES

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Maintenance Services Agreement for Citywide Street Sweeping Services with CMAX Commercial Maintenance, Inc. (CMAX), of Ontario, California, for a total contract amount not-to-exceed $66,412,963 for up to 15 years.

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

FISCAL IMPACT: The recommended contract award to CMAX is in an annual amount of $3,486,444 plus $104,593 for urgency services for a total contract amount of $3,591,037. With the 3% Consumer Price Index (CPI) increase each year, the total contract amount is $18,510,002 plus urgency services of $522,965, for a total not-to-exceed contract amount of $19,032,969 over a five-year term. At the City's discretion, two (2) additional five-year extensions may be exercised. Should the City exercise the two (2) five-year extensions, the total contract amount over 15 years would be $64,844,063 plus urgency services of $1,568,900 for a total contract amount not-to-exceed $66,412,963. Contracting for the five-year period allows the City to limit the potential for yearly increases to the bid amounts, avoid the cost of re-bidding the contract annually, provide services continuity, and project future cost. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed for Citywide Street Sweeping Services.

BACKGROUND & ANALYSIS: The City of Ontario has a total of 64,852 curb miles swept annually and is projected to grow due to the development in the Ontario Ranch area. The goal of the street sweeping program is to provide economical services that sustain and restore City streets to maintain a clean and safe environment. Street sweeping is an essential service that removes debris from streets and gutters, keeping pollutants from entering the City's storm drains which can cause water contamination and flooding during heavy rains. Street sweeping is a requirement of the state and federal National Pollutant Discharge Elimination System (NPDES) and the City's Municipal Separate Storm Sewer System (MS4) permit.

Ontario Municipal Code Section 2-6.14 (a) states Maintenance Services Agreements may be awarded based on a best value selection. In March 2024, the City solicited quotes for Citywide Street Sweeping Services. Two (2) quotes were received that met the criteria and standards necessary to perform this work. CMAX, of Ontario, California, submitted the lowest responsible quote with $53.76 per curb mile. The agreement will require CMAX to adhere to all laws pertaining to the street sweeping services including labor laws as established by the California Division of Occupational Safety and Heath (Cal/OSHA), California Labor Code, California Code of Regulations, and more specifically, labor laws as established by the Department of Industrial Relations pertaining to Prevailing Wage.

After a thorough evaluation process, CMAX and City Staff have agreed to several key contract terms including the curb mile rate, number of street sweeper vehicles servicing the City, method of street sweeping debris disposal, and having a full-time Operations Supervisor. Services in the proposed agreement include weekly street sweeping services on residential and industrial areas, alleyways, and various city parking lots and facilities.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **CMAX Commercial Maintenance, Inc.**, a CORPORATION with its principal place of business at **316 N. Corona Ave., Ontario, CA 91764** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Citywide Street Sweeping Services** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Citywide Street Sweeping Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024, to June 30, 2029**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **Two Additional Five-Year Terms**. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Eighteen Million Five Hundred Ten Thousand and Two Dollars ($18,510,002)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under

Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates Tim Masot, Parks and Maintenance Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Frank Gutierrez, President , or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the

Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance.

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Seven Dollars ($507) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including

in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive

adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:
CMAX Commercial Maintenance, Inc.
316 N. Corona Ave.
Ontario, CA 91764
Frank Gutierrez, President

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Tim Masot, Parks and Maintenance Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CMAX COMMERCIAL MAINTENANCE, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

CMAX Commercial Maintenance, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

CMAX Commercial Maintenance, Inc

316 North Corona Avenue
Ontario, California 91764
909-268-7944
Frank@CMAXCorp.com | CMAXCo.com

RECIPIENT:

City of Ontario

1425 S. Bon View Ave.
1425 S. Bon View Ave. Ontario, CA 91761

SERVICE ADDRESS:

1425 S. Bon View Ave.
Ontario, CA 91761
Ontario, CA 91761

Quote #2559	
Sent on	Apr 04, 2024
Total	**$3,486,443.52**

CMAX Commercial Maintenance, Inc
316 North Corona Avenue
Ontario, California 91764
909-268-7944
Frank@CMAXCorp.com | CMAXCo.com

Product/Service	Description	Qty.	Unit Price	Total
Street Sweeping	Prevailing Wages and With Street Sweeping parking restrictions in place. Residential 784 Miles Weekly Industrial 189 Miles Weekly Alleyways 122 Miles Weekly Parking Lots 60 Miles Weekly Euclid Avenue (Downtown) 6 Miles Weekly (3 x week) Euclid Avenue (Holt –Riverside) - Fall 24 Miles Weekly (2x week) - 17 Weeks Euclid Avenue (Holt –Riverside) 12 Miles Weekly – 35 Weeks Euclid Avenue (G – I-10) – Fall 9 Miles Weekly (2x Week) -17 Weeks Euclid Avenue (Holt –Riverside) 4.5 Miles Weekly - 35 Weeks Airport Entrance (Vineyard, Archibald, 26 Miles Weekly (2x week) Haven from Airport to I-10 and Airport Rd. from Vineyard to Haven) 22 Miles Weekly (2X week) Ontario Police Dept. 5 Miles Weekly Ontario Soccer Park 2 Miles Weekly Metro link parking 3 Miles Weekly Civic Center 4 Miles Weekly (City Hall, Library and Annex “B” from Euclid to Sultana “D” from Euclid to Sultana Lemon from “B” to “D” Civic Center Alleys) Whispering Lakes Golf Course 3 Miles Weekly Annual miles 64,852 5+5+5 year agreement with a 3% annual increase per year Includes Dumping and disposal fees Curb Broom Sweep all indicated Streets Sweep Curb and Gutter where applicable Apply water mister to control dust Dump debris in indicated landfill/transfer station Report and provide gps tracking as needed Pictures of any obstacles if needed Projected 6-7 truck operation completing 35-50 CM per day will vary per day as needed Prevailing Wage Pricing - Operator 4 wage scale ---------- 1-Assumes disposal dump rate $55.74 2-Assumes 6500 ton cap on annual disposal 3-Assumes dumping at WVMRF 4-Assumes performance bond cost is based on annual project cost and not total project price.	64852	$53.76	$3,486,443.52

CMAX Commercial Maintenance, Inc

316 North Corona Avenue
Ontario, California 91764
909-268-7944
Frank@CMAXCorp.com | CMAXCo.com

Total	$**3,486,443.52**

This quote is valid for the next 30 days, after which values may be subject to change.

EXHIBIT "B"

SCHEDULE OF SERVICES

JULY 1, 2024, TO JUNE 30, 2029

PLUS TWO OPTIONAL 5-YEAR EXTENSIONS

EXHIBIT "C"

COMPENSATION

ANNUAL BASE OF $3,486,444 WITH 3% CPI INCREASE PER YEAR.

TERMS	ANNUAL COST
Year # 1	$3,486,443.52
Year # 2, 3% Increase	$3,591,036.83
Year # 3, 3% Increase	$3,698,767.93
Year # 4, 3% Increase	$3,809,730.97
Year # 5, 3% Increase	$3,924,022.90
Year # 6, 3% Increase	$4,041,743.58
Year # 7, 3% Increase	$4,162,995.89
Year # 8, 3% Increase	$4,287,885.77
Year # 9, 3% Increase	$4,416,522.34
Year # 10, 3% Increase	$4,549,018.01
Year # 11, 3% Increase	$4,685,488.55
Year # 12, 3% Increase	$4,826,053.21
Year # 13, 3% Increase	$4,970,834.81
Year # 14, 3% Increase	$5,119,959.85
Year # 15, 3% Increase	$5,273,558.64

15 Year Annual Cost $64,844,062.80

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Nereida Medrano Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: AUTHORIZE THE PURCHASE OF A LIVE FIRE SIMULATOR PROP WITH DRAEGER, INC. FOR THE ONTARIO FIRE DEPARTMENT

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute the purchase of a live fire simulation prop from Draeger, Inc., of Telford, PA, in an amount not-to-exceed $728,262.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The agreement for the purchase of the live fire simulation prop is for $662,056, plus a 10% contingency of $66,206 for a total not-to-exceed $728,262. Appropriations for the live fire simulation prop will be included in the Fiscal Year 2024-25 Proposed Budget.

BACKGROUND & ANALYSIS: The Ontario Fire Department is dedicated to providing an exceptionally high level of customer service, a direct result of consistent high-quality training of its personnel. This commitment to training has been instrumental in making the Department one of the most competent and capable Departments in the state. In 2012, the Ontario Fire Department assembled a Fire Control Team to become subject matter experts and deliver such training in accordance with National Fire Protection Association (NFPA) 1403: Standard on Live Fire Training Evolutions. While the construction of the training tower at the Fire Training Center has addressed some of the facility needs, its masonry construction has temperature limitations which prohibits the Fire Control Team from training Staff under realistic conditions.

Due to the age and condition of the current live fire simulation prop from years of training and outdated capacity, it is no longer capable of delivering the required training without sustaining irreparable damage. Therefore, Staff recommends the purchase of new props to replace the current prop and position the Department for successful training under current industry standards.

Because this is a very specific form of training equipment not typically manufactured in mass production, Staff consulted with other fire departments in the region of similar size and capability to source potential vendors to construct the desired product. As a result, Draeger, Inc. of Telford, PA, was determined to be the vendor of choice, specifically delivering the Draeger Swede Survival

Phase 5 system. This structural training prop is capable of creating and repeating a live fire training environment which most accurately represents modern structure firefighting challenges. Additionally, the Phase 5 system provides realistic live fire training environments for Staff to meet the NFPA 1403 requirement including attic fire attacks, basement fire attacks, and simulating fire attacks which require varying venting strategies. Due to structural limitations of the existing prop, these tactics cannot be adequately trained for by staff. Ultimately, the realistic environments created in this prop will best prepare Ontario firefighters for what they may encounter on the job.

After reviewing the proposal received from Draeger, Inc. of Telford, PA, Staff recommends the sole source purchase of the Live Fire Simulation Prop (Swede Survival Phase V and Training System) from Draeger, Inc. in the amount of $662,056, plus a 10% contingency of $66,206 for a total not-to-exceed of $728,262, which is inclusive of construction, installation, and initial training at the Ontario Fire Department Training Center.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS AND SERVICES AGREEMENT

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Draeger, Inc.**, a **Corporation** with its principal place of business at **3135 Quarry Road Telford, PA 18969** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **Purchase and Delivery of Live Fire Simulator Prop** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and

incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **April 5, 2024** to **July 31, 2025**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Sixty-Two Thousand Fifty-Six Dollars** (**$662,056**) without written approval of City's **City Manager.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such

additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "A" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA

requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance

in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section

as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Brian McFarlane, Deputy Fire Chief**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Matt Luchetta**, **Engineered Solutions Product Specialist**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* **$2,000,000 MINIMUM** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **$2,000,000 MINIMUM** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers'

Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000** per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation,

maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance

required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary

or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:
Draeger, Inc.
Attn: Matt Luchetta, Engineered Solutions Product Specialist
3135 Quarry Road
Telford, PA 18969
City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: **Deputy Chief McFarlane**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND DRAEGER, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

DRAEGER, INC

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"

SCOPE OF SERVICES

PURCHASE AND DELIVERY OF LIVE FIRE SIMULATOR PROP

Dräger

Quotation

Customer no.
91407339

Quotation no. 136287950 | **Date of offer** 04/05/2024
Please reference on inquiries

Customer
ONTARIO FIRE DEPT
CRM - D017
1408 E FRANCIS ST
ONTARIO CA 91761-7303

Payer 91407339
ONTARIO FIRE DEPT
CRM - D017
1408 E FRANCIS ST
ONTARIO CA 91761-7303

Your request
04/03/2024
RFQ DATE: 03/29//2024
BRIAN McFARLANE - DEPUTY CHIEF

Ship-To party 91407339
ONTARIO FIRE DEPT
CRM - D017
1408 E FRANCIS ST
ONTARIO CA 91761-7303

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer.
If you have any further questions, please do not hesitate to contact us.

Quotation no.: **136287950**
Responsible: **MATT LUCHETTA**

Telephone: 626-614-7975
Fax:
E-mail: matt.luchetta@draeger.com

Best regards
Draeger Inc.

This document has been electronically generated and is valid without a signature.

Draeger Inc.
Our Tax ID: 23-1699096
3135 Quarry Road; Telford, PA 18969
An Equal Opportunity Employer M / F / V / H
Telephone 800-437-2437
http://www.draeger.com

Remit to:
LOCKBOX (Standard USPS)
Draeger, Inc.
PO Box 13369
Newark, New Jersey
07101-3362

Remit to:
LOCKBOX (Overnight)
FIS Lockbox Processing
Lockbox #13369
100 Grove Road
Suite E
West Deptford, NJ 08066

Remit US Wire Transfers to:
Account Name: Draeger Inc.
Account Number: 00-494-936
Transit Routing: 021001033
SWIFT: BKTRUS33
Deutsche Bank Trust Company Americas
60 Wall Street 25th Fl, New York, NY 10005

Dräger

Quotation

Customer no.
91407339

Quotation no. 136287950 | Date of offer 04/05/2024

Please reference on inquiries

Payer
91407339

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			PLEASE SUBMIT / REFER TO THIS QUOTATION WHEN PLACING YOUR ORDER ***SIGNED ES PAD FORM REQUIRED***		
0010	1 EA	1903015	**DRAGER SWEDE SURVIVAL PHASE V Modified** 7 container Class A fire training system with 4 Class A burn rooms # 1 Open burn room with full insulation package, operational vent, and hose hole access points # 2 Closed burn room with full insulation package, operational vent and hose hole access points # 1 Closed door burn room in a 20' Container, 5' fully insulated burn room, full ceiling & half wall # Attic fire connection between containers 3 and 5 # 1 Stairwell Container System # 2 Exterior Stair systems # 2 Clean out Platforms for upper burn rooms, 1 with full exterior stair access # 1 Tilt roof vent prop with sounding platform access # 1 40' Container with 8 post moveable wall system, includes 15, 4 x 4 wall panels # 1 30' Container with moveable/swinging wall # 3 Insulated window, final location TBD # 1 window with burglar bar prop # 5 Standard windows, final locations TBD # C- Side windows to have smooth sheets below windows # 15 Standard doors, final locations TBD # 1 Heavy duty dowel style FE Door # Approximately 40' of 4' Catwalk with Safety railings # Standpipe System with on FDC and 2 Discharges	563,331.23	563,331.23

Dräger

Quotation

Customer no.
91407339

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Payer
91407339

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
0020	1 EA	1903012	**ON-SITE INSTALLATION & SET UP** Dräger contracted and project-managed installation team ensures that your system is installed properly, safely and with minimal disruption. Pre-installation site surveys and in-process review of the build ensures that you are getting the most value for your project. Installation and crane services are insured, bonded and operate within OSHA guidelines for your added protection.	28,000.00	28,000.00
0030	1 EA	1903013	**TRAIN THE TRAINER PROGRAM** Dräger is committed to developing and offering the most comprehensive training programs in North America. Dräger Swede Survival Systems and Dräger certified instructional training programs have been designed and delivered in accordance with training methods developed by the Swedish Rescue Services agency through the Swedish Rescue Training Center (SRTC). The training consists of two parts: The first part is a two-day, on-site training course for up to ten (10) of the department's instructors. The second part is a complete documentation package on operation & maintenance of the system; enables you to train with confidence. - Certified instructors - Fire behavior - Fire control - Hydration - SCBA & safety equipment training - Heat stress management - Smoke & ventilation exercises - Container management	7,800.00	7,800.00

Dräger

Quotation

Customer no.
91407339

Quotation no. 136287950 | Date of offer 04/05/2024

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91407339

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			- Ignition sources - Information on fire gases - Container operations - Heat stress - Thermal imaging camera usage - Recognition of pre-flashover conditions - Nozzle techniques - Overall safety		
0040	1 EA	1903010	FREIGHT TO CUSTOMER SITE - Pricing does not include PE Stamped drawings. Can be provided at an additional cost if required by customer.	10,500.00	10,500.00
			Net value excl. Sales Tax		**609,631.23**
			+ Net Sales Tax		**52,423.98**
			Total amount		662,055.21

Customer is hereby informed that section 1128B(b) of the Social Security Act may apply, which requires that discounts and other reductions in price or the existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a Federal or State Health Program.

PLEASE CHECK THIS QUOTE / ORDER CAREFULLY FOR ACCURACY IN PRICING, PART # AND DESCRIPTION. Contact Customer Service immediately if there are any discrepancies. This acknowledgement and note constitutes the entire agreement with respect to the contemplated transaction and supersedes all previous negotiations, proposals, writings, advertisements, or publications.

Draeger, Inc. and the Customer agree that the purchase of any product or service pursuant to

Dräger

Quotation

Customer no.
91407339

Quotation no. 136287950 | Date of offer 04/05/2024

Please reference on inquiries

Payer
91407339

Pos.	Quant.	Part no. Description	Unit price USD	Total price USD
		this document is subject to the attached terms and conditions, which are incorporated by reference. In the event the purchases are being made under a GPO identified in this document, those terms and conditions are also incorporated by reference. If there is a conflict between the GPO terms and conditions and the attached terms and conditions, the GPO terms and conditions shall control.		
		Date is subject to change upon receipt of order. **Payment terms:** Advanced payment **Offer valid until:** 06/05/2024 Estimated Delivery Time: June 2025 ARAD (After Receipt of Approved Drawings) 1) Please note pricing does not take into consideration any prevailing wage requirements, unless communicated to Draeger beforehand. If a prevailing wage requirement exists, customer will provide this information prior to PO submittal to Draeger. Pricing will be subject to change. 2) All funds are in US Dollars. 3) Bonding price, if required, not included. 4) Price information valid 90 days from date on form. Pricing is subject to change once quotation is past validity. 5) Any building or electrical contractor permits are responsibility of customer and are not included.		

Dräger

Quotation

Customer no.
91407339

Quotation no. 136287950 | Date of offer 04/05/2024

Please reference on inquiries

Payer
91407339

Pos.	Quant.	Part no. Description	Unit price USD	Total price USD
		6) Warranty is 12 months after handover. 7) Training Systems which have completed fabrication but cannot be delivered due to delays on the part of the customer, may be charged a Storage Fee in the amount of 2% of the project value, to be assessed every thirty days after an initial 30-day free storage period has passed, until delivery is possible. 8) Milestone Payment terms: A. 25% of total project price will be invoiced on notice to proceed. B. 75% of total project price will be invoiced after training (if applicable), installation and delivery are complete. 9) Country of Origin (CoO) for all Class A fire training systems: USA. 10) Meets Berry Amendment and BAA requirements. In the event Customer is not ready for product to be delivered on the confirmed delivery date, Customer must notify Draeger, Inc. 30 days prior to confirmed delivery date to reschedule. If Customer fails to provide notification, Draeger, Inc. may invoice Customer for products and any additional costs to hold product until Customer is ready for delivery.		

ES PAD REQUIREMENTS ACKNOWLEDGEMENT FORM

FIRE TRAINING SYSTEM

Regarding site-preparation for a Drager Fire Training System, the customer is responsible for all site-work requirements and/or costs for the system. The customer is responsible for compliance with local building requirements regarding permits, inspections, approvals, and any costs associated with the aforementioned. Site specific engineering drawings and/or certifications and local-stamped drawings are *not* included in the price. Concrete footing and/or pad design and installation costs and/or associated paving costs are *not* included in the proposal and are the responsibility of the customer.

Drager will provide a point-load drawing with every pre-sales package. The point-loads shown are based on container tare weights, with allowances made for ancillary structures. No wind-loads or soil analysis are taken in to consideration for these loads. The drawing displays the minimum load of the Drager Fire Training System. It will be necessary to source an engineer that will provide the site-preparation and foundation drawings to properly support the structure(s).

PLEASE NOTE : Pad must be true-level to ensure stairs land at the required height of the pad.

Submitted by :	**Phone No. :**
Customer Signature	**Email :**
Date :	Customer Title :

CUSTOMER INITIALS (to be initialed when document exceeds a single page) _____ _____ _____ _____

Change Log

Change notes
Rev 00: Initial Release – New Document
Rev 01: Added note regarding height of pad

Status	rev. ind.	effective date	number	Publisher	page/of
Effective	01	01/14/19	DIH OG3020 A05	Draeger Inc.	1/1

DRAEGER, INC. TERMS AND CONDITIONS OF SALE (SAFETY)

1. GENERAL. These terms and conditions are integral to the agreement governing the sale and purchase of goods ("Goods") and service ("Service") between the seller, Draeger, Inc. ("Draeger"), and the purchaser ("Customer"). Goods and Service are referred to herein collectively as "Product." The agreement governing this sale and purchase of Product ("Agreement") consists of the following, all of which are hereby incorporated herein by reference: (i) these terms and conditions, (ii) the written sale or service agreement, if any, signed by Draeger and Customer (referred to herein singularly as "Party" and collectively as the "Parties"), including schedules thereto, that is in effect on the date the applicable Purchase Order ("PO") is delivered to Draeger, and any amendments thereto ("Contract Document"), (iii) any price quote ("Quote"), and (iv) any PO submitted by Customer with respect to a Quote; provided, however, Draeger shall not be bound by any terms, conditions, or other provisions in a PO that are different from, in addition to, or inconsistent with, the other provisions of this Agreement.

2. PRICES.

(a) Prices are as stated in the Contract Document. If no Contract Document is in effect at the time the order is filled, the prices shall be as stated on the applicable Quote; provided, that such Quote is valid at that time. In all other cases, prices are those currently in effect on Draeger's standard price list at time of shipment. Unless otherwise stated in writing by Draeger, prices include the cost of standard domestic packing. Prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties, or other charges related to Product. Customer shall bear the cost of all applicable sales, use, property, excise, and manufacturer's taxes and any duties, license, or similar fees, which may be imposed upon the sale, use, or performance of the Product.

(b) If this Agreement is for multiple years, then the prices set forth herein are fixed only for the first 12 months hereof. Thereafter, Draeger may adjust the prices ("Price Adjustment"), pursuant to a proposed Price Adjustment notice ("Price Adjustment Notice"). Draeger shall provide the Price Adjustment Notice to Customer, in writing, specifying the adjustment, no less than 90 days in advance of a proposed Price Adjustment ("Price Adjustment Notice Period"). If Customer objects to the proposed Price Adjustment during the Price Adjustment Notice Period, then, notwithstanding anything else in this Agreement to the contrary, Draeger may cancel this Agreement with 60 days' notice without penalty ("Price Termination Notice"). During the 60-day Price Termination Notice period, Customer may continue to purchase Products at the then-current price. If Customer does not object to the proposed Price Adjustment, then such proposed Price Adjustment shall go into effect on the date stated in the proposed Price Adjustment Notice and shall be incorporated herein by reference. Draeger shall fill all POs received prior to the effective date of the Price Adjustment or, if earlier, the termination of this Agreement, at the then-current prices. Unless otherwise agreed to by Draeger and Customer, all other terms, conditions, and provisions of this Agreement shall continue unchanged and remain in full force and effect after any such Price Adjustment. A Price Adjustment does not obligate any of the Parties to agree to any other modification of this Agreement.

3. PAYMENT TERMS.

(a) Unless otherwise agreed in writing, Customer shall make payment in full without any set-off (for any reason) no later than 30 days from the date of invoice in United States Dollars ("USD"). Partial shipments of Goods shall be invoiced as shipped. Draeger reserves the right to require (i) payment in advance, (ii) cash on delivery, or (iii) a modification of credit terms.

(b) Notwithstanding the foregoing, payment on advance orders paid by credit card shall be charged and paid for at that time of the order. All payments made with personal credit cards may include an administrative fee of up to 2.8% of the value on the invoice. Payments made through corporate purchasing credit cards may include an administrative fee of up to 2.5% of the value on the invoice.

(c) Draeger reserves the right in the event of late payment: (i) to suspend all deliveries or Service or to cancel any of its outstanding obligations under this Agreement; or (ii) to charge interest on the late payment calculated on a day-to-day basis until the actual date of payment at the lower of (A) an annual rate of 12% or (B) the maximum rate allowed by law. Such remedies are in addition to any other rights or remedies available to Draeger under the law.

(d) If Customer pays less than the full amount due, the payment will be applied toward the outstanding balance. Draeger's acceptance of part of the amount due shall not interfere with Draeger's right to recover the balance of the amount due or right to pursue any other right or remedy under the law.

(e) All POs are subject to credit approval by Draeger.

4. DELIVERY, INSTALLATION, RISK, AND TITLE.

(a) Title to, and risk of loss for, the Goods shall pass to Customer upon delivery as determined on the basis of FCA (INCOTERMS 2020) prepay and add all related transportation and insurance costs as a separate line item to the invoice to Customer unless Customer provides their own transportation provider and/or account number in which case the delivery is determined on the basis of EXW (INCOTERMS 2020). Upon passage of title of the Goods from Draeger to Customer or, if earlier, the date as of which Draeger makes a commercially reasonable attempt to deliver Goods, Customer shall be responsible and liable for, and agrees to defend and indemnify Draeger against, all claims, injuries, losses fines, penalties, damages, or costs resulting from Customer's storage, handling, disposal, release, use, or resale of the Goods or their containers.

(b) Delivery, installation, and completion dates are only approximate and Draeger will not be liable for failure to meet such dates. Notwithstanding the foregoing, Draeger shall use reasonable efforts to meet quoted delivery, installation, and completion dates. Partial shipments may be made at Draeger's sole discretion or, with Draeger's consent, at Customer's request.

(c) Unless stated otherwise in writing by Draeger, freight and transportation costs, including standard ground transportation, packing, custom duties, and other similar charges, shall be borne as follows: (i) for PO orders equal to or less than $15,000, Customer shall bear all such costs, (ii) for PO orders greater than $15,000, Draeger shall bear all such costs. Notwithstanding the foregoing, in the event Customer requests an expedited order, Customer shall bear the additional costs.

(d) Customer shall use commercially reasonable efforts to allow for timely delivery of Goods, including, without limitation, providing instructions, granting access during Customer's business hours (or such other time agreed by the Parties), and obtaining any required licenses or permits.

(e) Installation costs, if applicable, are included in the price of Goods, unless indicated as a separate Service on the Contract Document or Quote.

Customer is responsible for ensuring that the installation site is fully prepared prior to installation and for bearing all costs necessary to prepare site for installation in accordance with Draeger's instructions, including, without limitation, (i) engaging in any required labor, (ii) acquiring any required materials, (iii) to the extent applicable, ensuring that the Customer's network (A) meets any Draeger specific requirements, and (B) is fully functioning as mandated by all manuals and other instructions requested of Customer by Draeger, and (iv) ensuring compliance with all governmental requirements, including without limitation, all certifications and approvals for installation and operation. Customer shall provide to Draeger or its subcontractor, as applicable, access to the installation site and, if required, safe and secure space on site for storage of Goods and equipment prior to and during installation.

5. ACCEPTANCE. Customer shall inspect Goods received and notify Draeger of any Nonconforming Goods prior to acceptance. Goods shall be deemed to be accepted by Customer 15 days from date of delivery; provided, however, that (i) if earlier, acceptance shall occur immediately on the first day Customer uses Product, or (ii) with respect to Goods requiring installation (other than connection to Customer network), acceptance shall occur on the earlier of 5 days after installation or 30 days after delivery. Installation shall be deemed to be completed upon final verification under Draeger's standard procedures that Goods meet all applicable written performance obligations. For this purpose, "Nonconforming Goods" means (i) Goods that are different from those identified on the PO confirmation or (ii) Goods with label or packaging that incorrectly identifies contents. Draeger shall, at its sole discretion, replace Nonconforming Goods with conforming Goods or credit or refund the price of Nonconforming Goods. Such remedy is the exclusive remedy for Nonconforming Goods. Draeger shall bear the shipping costs related to return and replacement of Nonconforming Goods.

6. CHANGES AND RETURNS.

(a) POs may not be changed or canceled after PO is accepted by Draeger.

(b) Draeger reserves the right, subject to written notice, to substitute Goods or change specifications of Goods, which, in Draeger's judgment, does not materially affect the installation, performance, function, or price thereof. Goods may only be returned with prior authorization from Draeger. Eligible returns must follow the Customer Material Return Process in effect at the time of return as specified at https://www.draeger.com/Library/Content/RMA-Process-Safety-2023.pdf and which is hereby incorporated herein by reference ("RMA Process"). Unless warranty applies or in the case of a Nonconforming Good, restocking fees of up to 25% may apply.

7. DELAY OR FAILURE TO PERFORM OBLIGATIONS.

(a) Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations under this Agreement caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, or employees.

(b) Neither Party shall be liable for failure to perform obligations (except for payment obligations) under this Agreement to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God, war, terrorist threats or acts, civil disturbance, fire, or other casualty, pandemic, strike, labor dispute, or unavailability of labor, carriers, raw materials, power, or supplies. Any delivery date may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

8. WARRANTY.

(a) *Goods.* Draeger warrants that under normal use and with prescribed maintenance, storage, and care, Goods are free from defects in material and workmanship for the warranty period. Except as provided in a separate warranty statement in Goods manual or otherwise provided with Goods, the warranty period for new capital equipment is 12 months from date of delivery and disposable and consumable Goods (excluding sensors) are warranted at time of delivery only. All other Goods are warranted for 90 days from (i) date of delivery or (ii) in the case of software, date of implementation sign-off, or first productive use. Warranty is conditioned on (i) Customer providing immediate written notice of warranty-related claim to Draeger and following RMA Process, (ii) no repairs, modifications, or alterations being made to Goods other than by Draeger or its authorized representatives, (iii) Customer handling, using, storing, installing, operating, cleaning, and maintaining Goods in compliance with the instructions and specifications provided with Goods or incorporated into this Agreement, (iv) use of Goods only for the use intended by Draeger, (v) defect not related to the attachment of Goods to non-Draeger

U.S. Terms and Conditions of Sale (Safety)
Effective – July 2023
4877-6831-8559, v. 4

supplied equipment or to Customer's network issues, (vi) Customer having fulfilled its payment obligations for Goods, and (vii) an inspection by Draeger that reveals that Customer's claim is valid under the terms of the warranty. Customer's remedy for a breach of this warranty is limited to repair, replacement, credit, or refund, at the sole option of Draeger. Repair or replacement may be with parts or product that are new, used, or refurbished. Repairs or replacements shall not interrupt, extend, or prolong the warranty period.

(b) *Service.* Draeger warrants that the Service shall be performed in a professional manner in accordance with generally recognized industry standards for similar service. Claims for breach of this Service warranty must be submitted to Draeger in writing within 90 days of the completion of Service. Customer's remedy for breach of Service warranty is limited to reperformance, credit, or refund, at the sole option of Draeger.

(c) *Third-Party Product.* If this Agreement includes the sale of third-party product not manufactured by Draeger or any of its affiliates, such products are provided to Customer solely at the direction of Customer with no recommendation by Draeger. Draeger makes no warranty for any third-party product. Customer's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Draeger agrees to pass on to Customer, as applicable. The obligation of Customer to pay Draeger for the third-party product is absolute and unconditional, and Customer waives and releases Draeger from all claims, damages, and losses arising out of such third-party product regardless of any claims Customer may have regarding such third-party product.

(d) *No Other Warranties.* **THE WARRANTIES IN THIS SECTION 9 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO PRODUCT. DRAEGER MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, THIRD-PARTY NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. DRAEGER DOES NOT WARRANT OR GUARANTEE THAT ANY PRODUCT WILL BE SECURE FROM CYBER THREATS, HACKING, OR SIMILARLY MALICIOUS ACTIVITY. DRAEGER DOES NOT WARRANT ANY CUSTOMER OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF PRODUCT AS IMPACTED BY SUCH NETWORK CONNECTION.**

9. SERVICE BRIDGE SOLUTION. If Customer's use of Goods purchased is likely to be interrupted or delayed for an extended period due to the need to service the Goods, delay in delivery, or recall, upon Customer's request, Draeger may, to the extent available, temporarily place reasonably comparable equipment with Customer for its use until such time as the affected Goods are returned, repaired, or delivered, as applicable. Such placement is part of Draeger's warranty, contracted Service, or recall obligations, as applicable, and provided at no additional charge to Customer. Customer's option for such temporary use of equipment shall mitigate any damages or losses, if any, that would otherwise be incurred by Customer for such period.

10. INDEMNITY. To the extent permitted under applicable law, Draeger and Customer (each as "Indemnitor") shall indemnify the other Party and its affiliates (collectively "Indemnitee") from and against all third-party claims alleging bodily injury, death, or damage to the third-party's tangible property, but only to the extent caused by the Indemnitor's negligence or willful misconduct. No part of Customer's sites is considered third-party property for purposes of this indemnity. Indemnitee shall provide Indemnitor with prompt written notice of any third-party claims covered by this Section 10. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense or settle the claim on the Indemnitee's behalf; subject to Indemnitee's consent, which shall not be unreasonably withheld or delayed. Indemnitor shall not make any admissions that might be prejudicial to the Indemnitee.

11. INSURANCE. If during the term of this Agreement Draeger may need access to Customer's premises to perform Service or for other reasons, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than $1,000,000 per occurrence and $5,000,000 in the aggregate with financially sound and reputable insurers. Upon Draeger's request, Customer shall provide Draeger with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement and which names Draeger as an additional insured. Customer shall provide Draeger with 30 days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Draeger's insurers and Draeger.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED, OR RECORDED DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DRAEGER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY DRAEGER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

13. PATENT, TRADEMARK, AND OTHER INFRINGEMENT CLAIMS. In the event of any claim, suit, or proceeding brought against Customer alleging any Draeger manufactured Good violates any patent, trademark, or copyright about which Customer notifies Draeger in writing within 5 days after Customer becomes aware of the allegation, Draeger shall, at its option and expense, (i) defend such claim, suit, or proceeding, (ii) procure the Customer's right to use the Good, (iii) remove or modify the Good to avoid infringement, or (iv) allow Customer to return the Good and refund the purchase price paid to Customer less reasonable depreciation for Customer's use of the Good. In the event of defense of such claim, suit, or proceeding, Customer shall give Draeger information, assistance, and exclusive authority to fully control the defense and settlement of such claim, suit or proceeding. This indemnity shall not apply if Customer modifies or combines, operates, or uses the Good with any product, data, software, apparatus, or program not provided by Draeger and Customer shall indemnify and hold Draeger harmless against any liability or expense, including reasonable attorneys' fees, incurred by Draeger in connection therewith.

14. RIGHTS IN SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY. To the extent software, data, or other documentation or information (collectively, "Software") is embedded in or delivered with any Goods sold under this Agreement, the sale of such Goods shall not constitute the transfer of the ownership rights in such Software. The Software shall remain Draeger's property and Draeger grants to Customer a non-exclusive, non-transferable license solely to use the Software for the purpose, and in the manner, for which the Software was designed and produced. Customer shall not modify, reverse engineer, or create derivative works based on any of the Software, or permit any third party to do so. In addition, to the extent any third-party software is included in the Software, Customer will comply with any third-party software license terms provided by Draeger to Customer. Software that is provided separately to Customer as a Product is not included under this Section 14, but is governed under a separate license agreement, and may be subject to a licensing fee.

15. DATA PROTECTION. The Parties agree to comply with any privacy and data protection laws, including without limitation the General Data Protection Regulation (GDPR), to the extent relevant to the exchange of data between the Parties or storage or exchange of data in connection with Product provided hereunder.

16. TERMINATION. In addition to any remedies that may be provided under these terms and conditions, Draeger may terminate this Agreement or any part thereof with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any obligations of this Agreement, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) undergoes a change of control or ownership.

17. CONFIDENTIAL INFORMATION. All non-public, confidential, or proprietary information of Draeger disclosed by Draeger to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Draeger in writing. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure without any confidentiality or restriction on use; or (c) rightfully obtained by Customer on a non-confidential basis from a third-party.

18. OTHER TERMS.

(a) **Compliance with Laws.** The Parties shall comply with all applicable laws and regulations, including, but not limited to, any laws and regulations relating to the import, or export, of any Product or associated technical data.

(b) **Benefit and Assignment.** Neither Party may assign, subcontract, or delegate any rights or obligations under this Agreement, without the prior written consent of the other Party, unless otherwise stated in this Agreement. Notwithstanding the foregoing, Draeger may assign any of its rights and obligations under this Agreement to one of its affiliates without notice to, or consent of, Customer. This Agreement shall inure to and be binding on the Parties and their respective successors, permitted assigns, and legal representatives. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(c) **Modification.** This Agreement may not be changed, modified, or amended, except in writing signed by duly authorized representatives of the Parties.

(d) **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of law provisions. The Parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and is expressly excluded. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought before a court of competent of jurisdiction located in the Commonwealth of Pennsylvania. The Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. **EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.**

(e) **Integration and Survival.** This Agreement together with any attachments or other documents incorporated by reference herein, constitute the entire agreement. The terms of this Agreement that by their nature are intended to survive its expiration or termination will continue in full force and effect after its expiration or termination.

(f) **Severability; Headings.** No provision of this Agreement, which may be deemed unenforceable, will in any way invalidate any other portion or provision of this Agreement. Section headings are for reference only and will have no substantive effect.

(g) **Waiver.** No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Parties. No failure and no delay in exercising, on the part of any Party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

(h) **Relationship of the Parties.** The Parties are independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(i) **Injunction.** Customer agrees that the remedies at law may be inadequate to protect Draeger against any actual or threatened breach of Sections 14 or 17 of this Agreement, and, without prejudice to any other rights and remedies otherwise available, Draeger will be entitled to seek injunctive relief.

(j) **Limitation of Actions.** Any action against Draeger arising out of this Agreement shall be commenced within one year from the date such cause of action has accrued, otherwise the same shall be barred.

(k) **Notices.**

Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention President with a copy to the same address to the attention of General Counsel (such copy shall not constitute service of process).

End of Terms and Conditions of Sale (Safety)

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Philip Marino Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **MAINTENANCE SERVICES AGREEMENTS WITH PRIORITY LANDSCAPE SERVICES, LLC., MERCHANTS LANDSCAPE SERVICES, INC., AND BRIGHTVIEW LANDSCAPE SERVICES, INC., FOR LANDSCAPE MAINTENANCE SERVICES FOR FORMER REDEVELOPMENT SITES, HOUSING AND GAS TAX FUNDED SITES, WATER WELL SITES, AND CERTAIN PARKWAYS, FIRE STATIONS, AND LANDSCAPE MEDIANS IN THE OLD MODEL COLONY**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-03 Former Redevelopment Sites for Landscape Maintenance Services with Priority Landscape Services, LLC., of Anaheim, California, for a total contract amount not-to-exceed $1,066,454 for up to five (5) years, and
B. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-04 Housing and Gas Tax Funded Sites for Landscape Maintenance Services with Priority Landscape Services, LLC., of Anaheim, California, for a total contract amount not-to-exceed $357,671 for up to five (5) years, and
C. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-16 Water Well Sites for Landscape Maintenance Services with BrightView Landscape Services, Inc., of Upland, California, for a total contract amount not-to-exceed $1,280,338 for up to five (5) years; and
D. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. PM 2425-12 Certain Parkways, Fire Stations, and Landscape Medians in the Old Model Colony for Landscape Maintenance Services with Merchants, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $1,782,972 for up to five (5) years.

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

FISCAL IMPACT:

Former Redevelopment Sites

The recommended contract award to Priority Landscape Services, LLC., is for $197,400 per year, for a total of $592,200 plus urgency services in the amount of $29,610, for a total not-to-exceed contract amount of $621,810 over three years. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $212,452 per year, for a total of $424,904 plus urgency services in the amount of $19,740 for a total contract amount not-to-exceed $1,066,454.

Housing and Gas Tax Funded Sites

The recommended contract award to Priority Landscape Services, LLC., is for $65,833 per year, for a total of $175,500 plus urgency services in an amount of $33,750, for a total not-to-exceed contract amount of $209,250 over three years. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $62,961 per year, for a total of $125,921 plus urgency services in an amount of $22,500 for a total contract amount not-to-exceed $357,671.

Water Well Sites

The recommended contract award to BrightView Landscape Services, Inc., is for $231,624 per year, for a total of $694,872 plus urgency services in an amount of $52,137, for a total not-to-exceed contract amount of $747,009 over three years. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $249,286 per year, for a total of $498,571 plus urgency services in an amount of $34,758 for a total contract amount not-to-exceed $1,280,338.

Certain Parkways, Fire Stations, and Landscape Medians in the Old Model Colony

The recommended contract award to Merchants Landscape Services, Inc., is for $334,800 per year, for a total of $1,004,400 plus urgency services in an amount of $50,220, for a total not-to-exceed contract amount of $1,054,620 over three years. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $347,436 per year, for a total of $694,872 plus urgency services in an amount of $33,480 for a total contract amount not-to-exceed $1,782,972.

If approved, appropriations will be included in future Annual Budgets to the City Council for approval as needed for landscape maintenance services within funds: General Fund, Ontario Housing Authority, Gas Tax, and Water Operating.

BACKGROUND & ANALYSIS: Former Redevelopment Sites

In April 2024, the City solicited proposals for Bid No. 1746, Landscape Maintenance Services for the Former Redevelopment Sites. The two (2) proposals received met the bid criteria and standards necessary to perform this work.

Vendor	Location

BrightView Landscape Services, Inc.	Upland, CA
Priority Landscape Services, LLC.	Anaheim, CA

Priority Landscape Services, LLC., of Anaheim, California, submitted a proposal that met all the required specifications with a total contract cost of $621,810 over a three-year term. Based on their proposal, credentials, pricing, and favorable reference checks, Staff recommends awarding the Maintenance Services Agreement to Priority Landscape Services, LLC.

Housing and Gas Tax Funded Sites

In April 2024, the City solicited proposals for Bid No. 1747, Landscape Maintenance Services for the Housing and Gas Tax Funded Sites. The four (4) proposals received met the bid criteria and standards necessary to perform this work.

Vendor	Location
BrightView Landscape Services, Inc.	Upland, CA
J. Orozco Enterprises, Inc.	Pomona, CA
Merchants Landscape Services, Inc.	Rancho Cucamonga, CA
Priority Landscape Services, LLC.	Anaheim, CA

Priority Landscape Services, LLC., of Anaheim, California, submitted a proposal that met all the required specifications with a total contract cost of $209,250 over a three-year term. Based on their proposal, credentials, pricing, and favorable reference checks, Staff recommends awarding the Maintenance Services Agreement to Priority Landscape Services, LLC.

Water Well Sites

In April 2024, the City solicited proposals for Bid No. 1753, Landscape Maintenance Services for the Water Well Sites. The three (3) proposals received met the bid criteria and standards necessary to perform this work.

Vendor	Location
BrightView Landscape Services, Inc.	Upland, CA
J. Orozco Enterprises Inc.	Pomona, CA
Priority Landscape Services, LLC.	Anaheim, CA

BrightView Landscape Services, Inc., of Upland, California, submitted a proposal that met all the required specifications with a total contract cost of $747,009 over a three-year term. Based on their proposal, credentials, pricing, and favorable reference checks, Staff recommends awarding the Maintenance Services Agreement to BrightView Landscape Services, Inc.

Certain Parkways, Fire Stations, and Landscape Medians in the Old Model Colony

In April 2024, the City solicited proposals for Bid No. 1752, Landscape Maintenance Services for the Certain Parkways, Fire Stations, and Landscape Medians in the Old Model Colony. The four (4) proposals received met the bid criteria and standards necessary to perform this work.

Vendor	Location
BrightView Landscape Services, Inc.	Upland, CA
J. Orozco Enterprises, Inc.	Pomona, CA
Merchants Landscape Services, Inc.	Rancho Cucamonga, CA
Priority Landscape Services, LLC.	Anaheim, CA

Merchants Landscape Services, Inc., of Rancho Cucamonga, California, submitted a proposal that met all the required specifications with a total contract cost of $1,054,620 over a three-year term. Based on their proposal, credentials, pricing, and favorable reference checks, Staff recommends awarding the Maintenance Services Agreement to Merchants Landscape Services, Inc.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **BrightView Landscape Services, Inc.**, a **Corporation,** with its principal place of business at **1659 W. 9th St., Upland, CA 91786** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape Maintenance Services for Citywide Water Well Sites** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Landscape Maintenance Services for Citywide Water Well Sites PM 2425-16** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2027**, unless earlier terminated as provided herein. Contractor shall complete the Services within

the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Ninety-Four Thousand Eight Hundred Seventy-Two Dollars ($694,872)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this

Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Philip Marino, Urban Forestry Manager** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **David Moo, Business Development Executive,** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or

property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Three Hundred Seventeen Dollars with Zero Cents ($317)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and

policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

BrightView Landscape Services, Inc.
1659 W. 9th St.
Upland, CA 91786
Attn: David Moo, Business Development Executive

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Philip Marino, Urban Forestry Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND BRIGHTVIEW LANDSCAPE SERVICES, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

A. The intent of this Agreement is to secure a contractor(s) who shall provide Landscape Maintenance Services for the Ontario Well Sites PM 2425-16.

B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance and repairs as set forth in this Agreement.

C. All Work shall be done in a professional, thorough, and workman like manner to the satisfaction of the Parks and Maintenance Director, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall always be maintained at the level of service provided for in these specifications. The Contractor shall have the duty to provide complete landscape maintenance of all the project areas, including, but not limited to, the following: Fertilize, under-trim trees and shape shrubs, trim ground cover areas, mow, and edge turf grass areas. Consistently maintain the project areas with horticulturally acceptable growth and color. Consistently maintain the project areas to be devoid of weeds. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter, and street. Consistently maintain the project areas to be devoid of diseases, rodents, gutter and pests. Consistently maintain the project areas to be devoid of litter. Consistently maintain the project areas to be devoid of safety hazards. Consistently maintain the project areas to be devoid of unsafe walkways. Consistently maintain the project areas to be devoid of blocked drainage systems. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems. Consistently maintain the project areas to be devoid of graffiti and paper like signs. Program, monitor, adjust and maintain all irrigation system clocks, and perform extra work as directed and approved.

E. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

F. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited

to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.

2. WORK SITE

Work sites may include parks, medians, trails, weed abatement areas, and parkways.

The City reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any changes result in an increase or reduction in square footage maintained. Compensation shall be based on a-per unit cost (bid schedule form submitted) of work completed.

3. LENGTH OF CONTRACT

This **PRIMARY** contract shall begin **July 1, 2024, and shall terminate on June 30, 2027.**

The **FIRST** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2027, through June 30, 2028,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

The **SECOND** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2028, through June 30, 2029,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

All optional extensions of the contract are subject to approval by the City Manager, or his authorized agent, and are contingent upon funding and performance by the Contractor.

4. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Parks and Maintenance Director, or his authorized agent, is intended unless otherwise stated.

The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by the City of Ontario, Parks and Maintenance Director, or his/her authorized agent and working under this contract.

The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

The use of the words "his" or "him" shall be construed to mean either gender, as appropriate. The use of the words " Parks and Maintenance Director " shall be construed to mean either the Parks and Maintenance Director or his authorized agent(s).

The words "City working day" refers to Monday-Friday, 6:30 a.m. to 4:00 p.m.

5. VANDALISM/THEFT/DAMAGE

Contractor shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft, vandalism or mysterious damages that do not result from the performance of the Contractor.

In the case of vandalism to the maintained areas (Damage by Unknown Circumstances), Contractor shall notify the City within 24 hours using the free myOntario App. Graffiti will be entered under the “graffiti “Tab. All other Vandalism will be entered under the “Parks” Tab. In addition, EXCEPT in the case of graffiti, a text or email must be sent to the City’s Representative within 24 Hours detailing the Vandalism.

The use of red "Danger" tape shall be used when an area is unsafe for the public by the end of the workday.

The repairs shall be made within 24 hours of receiving a notice to proceed by text or email. At no time shall damage by unknown sources remain unrepaired for a period exceeding 72 hours.

Additional compensation will be provided only for costs that are directly related to the theft and/or vandalism.

The following conditions shall be met prior to the Contractor being reimbursed for "Damage by Unknown Circumstances".

6. VANDALISM/THEFT/DAMAGE BIDS

Contractor shall submit an itemized EWA (Extra Work Authorization) within 24 hours to the City's Representative. Contractor shall secure written authorization for the repairs by the Parks and Maintenance Director, or his authorized agent within twenty-four (24) hours by e-mail or text. For emergencies regarding public safety, a verbal or text approval by the Parks and Maintenance Director, or his authorized agents, may be obtained.

7. COMPLETION OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Work is to commence within twenty-four (24) hours after receiving City approval.

B. The work shall be inspected and released as complete by the City representative, and then invoiced as specified in section (8).

8. INVOICING OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Contractor shall submit on business letterhead, a photocopy of the original EWA describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs. The cost estimate for additional work shall consist of the following elements: **Base cost of labor plus Fifteen percent (15%) for overhead and profit. Actual cost of materials plus fifteen percent (15%) for overhead and profit.** City reserves the right to ask for payroll records and vendor invoice if discrepancies on the bid exist. Materials may be provided by the City of Ontario.

B. Contractor shall submit a copy of a report filed with the City of Ontario Police Department, which relates to the specific incident if required by the Parks and Maintenance Director or his authorized agent.

9. ADDITIONAL (EXTRA) WORK (EXTRA WORK AUTHORIZATION or EWA)

A. The Parks and Maintenance Director, or his authorized agent, may, at his discretion, authorize the Contractors to perform additional work. Additional work (work not related to "Damages by Unknown Circumstances") shall be defined as work not included in this Agreement.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work as stated. No work shall commence

without written authorization from the Parks and Maintenance Director, or his authorized agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Parks and Maintenance Director, or his authorized agent may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Parks and Maintenance Director, or his authorized agent, for approval.

C. The cost estimate for additional work shall consist of the following elements:

Base cost of labor plus fifteen percent (15%) for overhead and profit.

Actual cost of materials plus fifteen percent (15%) for overhead and profit (invoice from vendor shall be attached to each invoice turned in for payment).

City reserves the right to ask for payroll records. Materials may be provided by the City of Ontario.

D. Written authorization from the Parks and Maintenance Director, or his authorized agent, shall be by the issuance of a change order or signed bid. This change order or signed bid shall be considered an amendment to this Agreement and approved by the Parks and Maintenance Director, or his authorized agent, and Contractor.

E. All additional work shall commence on the agreed date and shall diligently proceed until completion. Contractor could use the labor force assigned to the contractual maintenance tasks to perform additional work if prior approval has been granted by the City representative.

F. Upon completion of the additional work, the Parks and Maintenance Director, or his authorized agent, shall be notified so that the work may be verified.

G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials and a copy of signed bid. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.

H. The City of Ontario reserves the right to repair or contract with a third Party to perform such additional work (if bids are not received within 72 hours of official request and or if the proposed costs do not concur with contractor's labor rates and cost of materials)

10. CONTRACTOR LIABILITY

A. All damage to existing improvements located within areas and adjacent to areas under construction, which in the opinion of the Parks and Maintenance Director, or his authorized agent, are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with exact (existing) materials and in an approved manner.

B. Such repairs or replacements shall be performed by the Contractor at no cost to the City and shall be accomplished as directed by the Parks and Maintenance Director or his/her authorized agent. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payments in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces, or another source.

C. Irrigation damage shall be repaired or replaced within the following time limits: Irrigation entities such as, but not limited to, (risers, heads, backflow device and cages, controllers, basket strainers, pressure regulators, irrigation wires and valves, valve boxes, irrigation pumps, ET gauges, rain buckets, antennas, flow sensors, and landscape lighting equipment) that are damaged during regular routine maintenance and become non-functional or non-efficient shall be replaced immediately. Mainline irrigation brakes shall be repaired within two (2) hours of being notified. All other irrigation repairs and/or replacement shall be completed within 24 hours of being notified. (In the event that the mainline repairs require specialized parts and or materials, the contractor shall be responsible to request from the City additional time to complete the repair/s)

D. All damage to turf grass, groundcover, shrubs, or trees, shall be repaired or replaced within three (3) working days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of bermudagrass sod or seeded with warm season seed and topper added. Damage to groundcover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Parks and Maintenance Director, or his authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the damage is severe, the shrub (in its entirety) shall be removed and replaced with a similar variety and size.

E. Damage to trees shall be repaired in the following manner:

Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist. If the damage results in the loss of the tree, or, if in the opinion of the Parks and Maintenance Director or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life. All work shall be inspected, verified, and completed to the satisfaction of the Parks and Maintenance Director, or his authorized agent.

11. INSPECTION/DRIVE

The City and an appointed representative of the Contractor shall conduct a once-a-month walkthrough to inspect each individual work area. It is the responsibility of the Contractor to set up the inspection time(s) five (5) working days prior to the walkthrough/inspection. It is a requirement that a six to twelve (6-12) month master calendar be set up within 30 days of the award of the contract to insure coordinated dates of inspection. This inspection is to ensure adequacy of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in a manner prior to invoicing and payment.

12. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Maintenance Director, or his authorized agent, shall be notified immediately using the myOntario App, as well as text or phone call, of any unsafe condition that requires major correction.

The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, diverting water sheet flow, using barricades, danger tape or traffic cones to alert persons of the existence of hazards and replacing valve box covers so as to protect all persons from injury.

The Contractor shall inspect all work sites for hazards, or potential hazards in the contractual areas daily.

During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall immediately contact the City representative (either e-mail or text) indicating the condition, date, and the area that was inspected and a work order should be created using the myOntario App.

The Contractor shall cooperate fully with the City of Ontario in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Maintenance Director within three (3) days following the occurrence.

13. REMOVING OBSTRUCTION AND MAINTENANCE OF EXISTING IMPROVEMENTS

Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and turf grass. Unless otherwise indicated in the contract documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by them during the progress of the work, provided, that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated 1) for the cost of locating and repairing damage to main or trunk line utility facilities located on the job site, not due to the failure of the Contractor or exercise reasonable care; 2) for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and 3) for the operation cost for equipment on the project necessarily idled such work.

At least two (2) working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert at (800) 422-4133 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

14. CONTRACTOR STAFF

The contractor shall provide the manpower as a minimum staffing requirement to comply with the performance of the landscape/irrigation maintenance specifications and requirements of the site.

The Contractor shall furnish one (1) supervisor with a minimum of 5 years of landscape and irrigation maintenance experience and sufficient supervisory and working personnel capable of promptly accomplishing all tasks on schedule, to the satisfaction of the Parks and Maintenance Director, or his authorized agent, all work required under this contract during the prescribed hours (6:30 AM to 4:00 pm). **Staffing shall be as needed plus any additional workforce to complete the maintenance/construction tasks required on the frequency page.** Payment will be based upon completed, acceptable work, Irrigation technician and spray technician to be provided as needed (personnel needs do not address the alternates per bid forms). Incomplete or unacceptable work will result in a delay or reduction of billing payment.

The Contractor shall have a competent supervisor, who is capable of communicate effectively both in written and oral English and discuss matters pertaining to this contract. The supervisor must be able to demonstrate to the satisfaction of the Parks and Maintenance Director, or his authorized agent, that they possess an adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high-quality work, which will be acceptable to the Parks and Maintenance Director or his authorized agent.

Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. The contractor shall use the free myOntario App. The use of a Smart phone will be required.

The contractor shall provide the minimum staffing requirements to comply with the performance of the landscape maintenance specifications and requirements of the site. Personnel shall be on site ready to work no later than 6:30am.

The Contractor, and their employees, shall always conduct themselves in a proper and efficient manner and shall cause the least possible annoyance to the public. The Parks and Maintenance Director or his authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Ontario.

The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and always buttoned; safety vests "Type II" are required when indicated by the Work Area Traffic Control Handbook, the Parks and Maintenance Director or his authorized agent.

The Contractor shall establish an identification system for personnel assigned to the maintenance/construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction/maintenance work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.

The contractor shall be responsible for traffic control (where needed) and shall be done per "WATCH" standards. Failure to comply with proper "WATCH" standards shall result in stoppage of all work until the proper traffic control is set up and could result in a fine. 1st violation $500.00, 2nd. Violation $ 1000.00, 3rd. violation and thereafter $ 3000.00 and/or possible cancellation of contract.

Inclement Weather

During inclement weather, (rainstorms, windstorms etc.) the contractor shall be required to contact the City representative prior to 7:00 am to receive clear directions of their assignments for the day. A minimum of two staff members shall be at the disposition of the City.

15. LOCAL OFFICE

A. The Contractor shall maintain an office with a telephone and provide at all times the following:

A responsible person(s), employed by the Contractor, shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Parks and Maintenance Director, or his authorized agent. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hour after receipt of said communication. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Ontario.

B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through a landline or cellular telephone communication. This will allow the city to access the contractor at any time during City working hours.

16. STORAGE FACILITIES

The City of Ontario will not be providing storage facilities throughout the duration of this contract.

A. SIGNS

The contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Parks and Maintenance Director, or his authorized agent.

The contractor shall, always, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

17. LOCK AND KEYS

A. Where City of Ontario locks and keys are required as part of this contract, the Contractor shall:

Not duplicate any coded City key furnished by the city.

Surrender all keys furnished by the Parks and Maintenance Director or his authorized agent promptly at the end of the contract period, or at any time-deemed necessary by the Parks and Maintenance Director, or his authorized agent, to prevent loss to the City of Ontario.

Protect the security of City property by keeping controller cabinets and enclosure doors always locked.

Contact the City immediately if a security lock is non-functional and needs repair. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Parks and Maintenance Director or his authorized agent. In the event that the contractor staff who has been assigned keys to the facilities resigns from his position, it is the

sole responsibility of the contractor to retrieve the keys assigned to such staff member and return to the City.

18. UTILITIES

The City of Ontario shall pay for the maintenance related to water and electrical utilities.

When needed, water usage shall not exceed the budgeted amount to comply with the City Water Conservation efforts. A water budget may be provided by the City and shall be reviewed and adhered to by the Contractor. The water budget shall be approved by the Parks and Maintenance Director, or his authorized agent.

The Contractor may be charged for all excessive utility usage (using the current utility rate) due to the contractor's failure to manage and or monitor irrigation system malfunctions or unauthorized increases in water usage. The excess cost will be determined by comparing the current utility usage with historical usage data for the same period.

The excess cost factor shall be deducted from payments to the Contractor. However, the Contractor will be allowed three (3) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question. A final determination (after review of Contractor's explanation) of the deduction will be assessed by the Parks and Maintenance Director or his authorized agent.

19. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct their operations to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

20. PARKING

A. The Contractor shall park their vehicles and equipment within designated parking areas or in such a location to ensure normal vehicular traffic.

B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA. Failure to perform proper traffic control will result in a formal warning (first time), a deduction of $500.00 per instance after formal warning has been given and contractor fails to comply.

21. EMERGENCY CALLS

A. The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Parks and Maintenance Director or his authorized agent, shall be referred to the worksite Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

22. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these general conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24-hour per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. Submission of an EWA and approval by the Parks and Maintenance Director, or his authorized agent will be necessary. The Contractor shall be compensated for extraordinary work as defined in Section 9.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a City Representative is still at the site when the worksite contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the City Representative. If the repair takes only a few minutes, the City Representative may continue to direct traffic while the Contractor makes the repairs. If the repair takes longer than the City Representative can wait,

the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

D. An emergency may be called by the following individuals or agencies at any time for extraordinary services involving repair work:

1. City Manager
2. Police Department
3. Fire Department
4. Parks and Maintenance Director

E. The following emergency phone numbers are listed for the convenience of the Contractors:

Fire Department (Dispatch) - (909) 983-5911
Fire Department (Emergency) - 911
Police Department (Dispatch) - (909) 986-6711
Police Department (Emergency) - 911
Southern California Edison - (800) 655-4555
Southern California Gas - (800) 427-2200
Dig Alert - (800) 422-4133

23. REPORTING DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Parks and Maintenance Director, or his authorized agent.

24. COMPENSATION FOR ROUTINE MAINTENANCE

The City shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement.

25. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Parks and Maintenance Director approval or his authorized agent's approval, additional landscape areas that the city adds to this contract. If notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties shall be prorated from the day the Contractor is notified to start maintenance. The City may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

26. DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Parks and Maintenance Director, or his authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

27. MINOR MODIFICATION

The Parks and Maintenance Director, or his authorized agent, may modify these specifications with the joint approval of the Contractor.

28. CONTRACTOR NON-COMPLIANCE

If the Parks and Maintenance Director, or his authorized agent, determines that there are deficiencies in the performance of this Agreement, the Parks and Maintenance Director, or his authorized agent, will provide a written inspection notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Parks and Maintenance Director, or his authorized agent, to correct the specified deficiencies but not to exceed five 5 working days from the day of the inspection punch list. If the site(s) show obvious signs of non-performance, the Parks and Maintenance Director, or his authorized agent shall have the ability to immediately enforce partial or full deduction for the site in question. Should the Contractor fail to correct all deficiencies within the stated time frame, the Parks and Maintenance Director, or his authorized agent, may exercise the following measures:

A. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead and impose a deficiency deduction.

B. Withhold the entire or partial payment.

C. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead. The Parks and Maintenance Director, or his authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to the provisions of Section 3.3, Contract Documents and Section 28 (B), in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Ontario may immediately terminate this Agreement. If the contractor requires extra time to complete the deficiency list due to materials/parts shortage, the contractor shall request in writing only the time needed to be added and the reasons why. The City representative will review the request and shall respond to the contractor in writing of the decision made. Contractor shall present the request for extension within the first five (5) working days of the deficiency list.

29. PAYMENTS WITHHELD

The city may withhold entire or partial payment for reasons as follows:

A. Work required in the specifications, which is defective, incomplete, or not performed. Claims filed or reasonable evidence indicating probable filing of claims.
B. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor. A reasonable doubt that the contract cannot be completed for the remaining balance.
C. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Parks and Maintenance Director, or his authorized agent, which is/are incomplete or not performed.

30. WITHHELD CONTRACT FUNDS

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor

shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300. One definition of just cause for immediate contract termination is, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the contract cannot or will not be completed by the Contractor in its entirety. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

If the Contractor fails to meet the specifications of this contract for any fifteen (15) consecutive or non-consecutive days, the Parks and Maintenance Director, or his authorized agent, may at his option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

31. COMPLAINTS FROM CITY

The Contractor shall maintain an on-the-job a written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The on-the-job log of complaints shall be available upon request from the City Representative. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Parks and Maintenance Director, or his authorized agent. If any complaint is not abated within 24 hours, the Parks and Maintenance Director, or his authorized agent, shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Parks and Maintenance Director or his authorized agent, within four (4) City working days.

If the complaints are not abated within the time specified, or to the satisfaction of the Parks and Maintenance Director or his authorized agent, the Parks and Maintenance Director, or his authorized agent, may correct the specific complaint and the total cost incurred by the City of Ontario shall be deducted and forfeited from the payments owing to the Contractor from the City of Ontario.

32. CONTRACTOR IS AN INDEPENDENT CONTRACTOR, INDEMNIFICATION

Contractor shall act under the contract as an Independent Contractor thorough the City of Ontario and will not be an agent, or employee of the City. The contractor shall not represent or otherwise hold out itself, or any of its subcontractors, directors, officers, partners, employees, or

agents, to be an agent or employee of the City. Contractors shall indemnify and otherwise hold harmless the City, its officials, officers, directors, employees, agents and other representatives, from all liability, loss, or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor, or of any of its subcontractors, directors, officers, partners, employees, or agents in the course of, or in connection with the Contractor's performance under the contract. The Parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

33. SUBCONTRACTOR/ASSIGNMENT OF CONTRACT

Reference is hereby made to the provisions of The Subletting and Subcontracting Fair Practices Act (Government Code Sections 4100, et. seq.), which are incorporated herein and made a part hereof by this reference.

A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the City before the subcontractor begins work. Each subcontract shall contain a reference to this agreement between the City and the Contractor, and the terms of that agreement between the City and the Contractor and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontractor shall provide for its annulment by the Contractor at the order of the City, if, in the City's opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work. Nothing herein contained shall create any contractual relation between any subcontractor and the City or relieve the Contractor of any liability or obligation hereunder.

The contractor shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights of interests in or to the same or any part hereof, without the previous consent in writing of the Parks and Maintenance Director, or his authorized agent. If the Contractor, without such previous written consent assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall there upon be relieved and discharged from all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any

part thereof unless authorized by the written consent of the Parks and Maintenance Director, or his authorized agent.

34. COMPLIANCE WITH THE LAW

Contractor agrees that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the county of San Bernardino, the City of Ontario and any other political entity having jurisdiction over the activities of the Contractors. The Contractor State License Board for the State of California has administratively determined in writing that a C-27 Contractor License is required to provide the service as set forth in the contract and specifications. Therefore, each bidder will be required to hold a valid **C-27** Contractor License.

35. PAYROLL

Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.

The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standard.

Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

36. LABOR STRIKE

It shall be the responsibility of each contractor to provide continuous contractual services, without any interruption.
In case of any labor strikes, the Contractor shall provide other means, as its own cost, to provide a comparable continuous contractual service as if there were no strike.
Failing to do so will cause the Parks and Maintenance Director, or his authorized agent, to take whatever action is deemed necessary to provide such a service and the cost will be borne by the Contractor.

37. TURF GRASS CARE

A. Turf grass Mowing:

The Contractor shall mow all turf grass with adequately sharpened rotary type mowers as to provide a smooth and even cut without tearing turf grass blades.
The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
All cool season turf grasses shall be cut with a power-driven rotary mower at a two inch (2") height from November to February and at two and half inches (2 1/2'.') from March to October.

Turf grass mowing heights may be adjusted by the Parks and Maintenance Director, or his authorized agent, during periods of turf grass renovation.

Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

The Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance contract. This mowing schedule shall be approved by the Parks and Maintenance Director, or his authorized agent. Any alteration of the approved mowing schedule shall be submitted in writing to the Parks and Maintenance Director or his authorized agent, for approval prior to implementation.

B. Turf Grass Edging and Trimming:

Turf grass edging and trimming shall be performed per frequency schedule at the time of mowing.

Edging of turf grass shall be performed with a power edger containing a steel blade, the use of string trimmers (weed eater) to edge turf areas is not a practice acceptable to the City. The use of a stick edger is acceptable.

All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.

Where facilities include a softball or baseball field, the infield radius shall be edged regularly to keep radius clearly defined. Grass and weeds shall not encroach into the infield and shall be treated/removed immediately.

Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.

Tree trunk protectors shall be provided and installed, at no additional cost to the City, when string trimmers are utilized for trimming around the base of trees. The City may allow a sixteen-inch (16") diameter mulch ring around trees to eliminate continual string trimming.

A four-inch (4") barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.

Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.

All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the contractor vacating the work site.

After mowing and edging is completed, all adjacent walkways and gutters shall be swept or blown clean.

Blowing and disposing of grass clippings into the City storm drain system and/or streets shall not be permitted. If found contractor will face liquidating damages as follows;

1st violation$ 1000.00, 2nd violation $ 2000.00, 3rd violation and thereafter $ 3000.00.

C. Turf grass Fertilization

The turf grass shall be continually fertilized a minimum of 3 x per year with additional application if needed, to provide a healthy and vigorously growing turf grass with horticultural acceptable growth and color, as determined by the Parks and Maintenance Director, or his authorized agent.

1. Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Any change in the

fertilizer ratio and/or rate shall be submitted in writing and approved by the Parks and Maintenance Director, or his authorized agent, prior to usage.

2. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

- Location and exact date the fertilizer application will be performed.
- Type of fertilizer and method of application to be used.

3. The Contractor shall immediately irrigate (staff shall be present when irrigating during the day) after each fertilizer application and repair with sod (Dwarf Fescue) any damaged areas due to fertilizer/chemical burn.

4. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

D. Turf grass Renovation

1. Renovation shall consist of aerating, Verti cutting, thatch removal, over-seeding and top dressing (a minimum of l/8").

2. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any renovation operation. This written document shall include the location and exact date the renovation will be performed and the type of equipment and materials to be used.

3. Contractors shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.

4. Light Verti cutting, and thatch removal of warm season turf grass (where present) shall be performed between September 30th and October 15th or as directed by the City Representative.

5. Over-seeding shall be performed within two (2) days after Verti cutting with properly calibrated seeders. Warm season turf grass shall be over-seeded at a rate of ten (10) pounds of seed per 1,000 square feet. A 3-way dwarf type Bermuda grass seed shall be used. Seed tags

shall be provided to the Parks and Maintenance Director, or his authorized agent. Additional over-seeding shall be performed if less than 80% germination occurs within the first month.

6. Top dressing shall be performed using a properly calibrated top-dressing machine and seed shall be topped with one-eight inch (1/8") of weed free topper. The topper must be approved by the Parks and Maintenance Director or his authorized agent and shall not contain steer manure (City reserves the right to provide the topper needed if available and in stock).

7. Reseeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality. If quality does not meet the City acceptance contractor shall replace with sod (Bermuda grass, Dwarf Fescue or equal).

The Parks and Maintenance Director or his authorized agent, will require the use of sod as a replacement material when deemed necessary. The Contractors shall be entitled to the wholesale cost of the sod only, provided the loss of turf grass was not due to the negligence of the Contractor. Sod shall be Bermuda grass or Dwarf Fescue.

E. Aeration

All turf grass shall be aerated four (2) times per year, once every quarter, starting July 1st. Aeration shall be performed with a ride on or a walk behind an aerator machine which has one-half inch (1/2") to one inch (1") in diameter coring tines spaced no more than six inches (6") apart. The machine shall remove cores from the turf to a depth of 4-6”. Dragging or pulverizing of cores is acceptable.

F. Turf grass Irrigation

All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and overspray shall be minimized. Where possible, the turf grass irrigation shall be on a separate program from other plant material irrigation. Turf grass shall be irrigated in a method which promotes deep root growth.

At facilities with softball and baseball infields, Irrigation shall be adjusted so as not to overlap into the infield mix. Any reports of saturated infield mix from irrigation shall be addressed immediately.

38. SHRUB CARE

A. Pruning of Shrubs

Shrubs shall be pruned with sharp pruning tools.

Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.

All pruning cuts shall be one-quarter inch (1/4") above a node (bud). No projections or stubs shall be allowed to remain.

After pruning is completed, all adjacent walkways and gutters shall be left clean. Blowing and disposing of any debris into the Storm Drain system and/or streets shall not be permitted. If found, Contractor will face liquidating damages as follows; 1st violation $ 500.00, 2nd. violation $1000.00, 3rd. violation and thereafter $3000.00 and/or possible cancellation of contracts.

During blooming season, vines shall be trimmed minimally so as not to remove floral display areas.

Pruning shall be done to maintain a well-groomed, natural growth habit, and encourage air movement through shrubs.

The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.

Pruning of roses (except for trailing roses) shall be accomplished using the best horticultural practices. The use of hedge shears to prune roses will not be permitted. Roses shall be deadheaded as needed and shall be heavily pruned once per year.

New plantings, once approved by the City Representative, shall take place within a week from the date reported.

B. Shrub Fertilization

Shrubs (including roses) shall be fertilized a minimum of 3x per year or as directed by the Parks and Maintenance Director his authorized agent with a balanced fertilizer specific for the type of plants. Roses shall be fertilized once following heavy pruning and one additional time per year.

Foliar fertilization may be performed when appropriate and will require the approval of the City Representative.

C. Shrub Irrigation

All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and overspray shall be minimized. Shrubs shall be irrigated in a method which promotes deep root growth.

D. Shrub Replacement

All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same species plant material that existed (unless a disease situation is discovered affecting the species). Shrubs shall be replaced within 7 days after being identified by the contractor or authorized agent. The size of the replacement plant material is to be determined by the authorized agent. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks and Maintenance Director, or his authorized agent.

Substitutions or any plant materials must have prior written approval by the Parks and Maintenance Director, or his authorized agent.

Original plans and specifications may be consulted to determine the correct identification of species.

All shrubs shall be guaranteed to live and remain in a healthy condition for the duration of the contract from the date of installation, inspection and verification by the Parks and Maintenance Director, or his authorized agent.

****Soil build-up around the crown of shrubs shall be continuously removed****

E. Vine Maintenance

Vines shall be trimmed as needed to promote upright growth and shall be kept attached and contained on the structure.

All vines shall be trimmed on a as needed basis by the contractor, the standard of the City is to trim vines one block below the top of the wall, the City understands that its vines in some sites are mature and have grown over the top of the wall, the contractor shall only be responsible to

trim the vines that are solicited by our residents and will have to adhere to the standards herby mentioned. No vines will be allowed to grow in newly installed wood fences or wood fence extensions (above the top of the fence or block wall). Vines shall be trimmed tight and follow horticultural standards.

39. GROUNDCOVER CARE

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to, Honeysuckle, Myoporum, Senecio, Rosemary, Lantana, Ivy (spp.) Salvia (spp.)

A. Edging and Trimming of Groundcover

Edging of groundcover areas shall be performed monthly or as needed.

All groundcover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.

All groundcovers shall be continually trimmed at the drip line of all shrubs.

All groundcovers shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the groundcover area as determined by the Parks and Maintenance Director, or his authorized agent. Thinning of groundcovers may be required around sprinklers to provide maximum irrigation coverage.

All clippings and trimmings shall be removed from the work site in a legal manner the same day work is performed and prior to the Contractor vacating the work site.

After edging or trimming, the Contractor shall clean all adjacent sidewalks or gutters.

B. Renovation of Groundcover Areas

Groundcover planting shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the Parks and Maintenance Director, or his authorized agent.

C. Replanting of Groundcover Areas

Replanting shall be required to maintain the continuity of the groundcover areas that die back after awarding the contract.

Labor and replacement material costs shall be incurred by the Contractor.

D. Groundcover Irrigation

All groundcover areas shall be adequately irrigated to maintain a healthy and attractive appearance.

Irrigation runoff and overspray shall be minimized.

E. Groundcover Fertilization

The groundcover shall be fertilized during growing season, minimum lx per year, to provide a healthy and vigorously growing ground cover with horticultural acceptable growth and appearance, as determined by the Parks and Maintenance Director, or his authorized agent.

Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one pound (1 lb.) of actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Parks and Maintenance Director, or his authorized agent, prior to usage.

The Contractor shall immediately irrigate after each fertilizer application.

All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and exact date the fertilizer application will be performed, type of fertilizer and method of application to be used.

40. METHOD OF IRRIGATION

If recycled water is being used, it will be the responsibility of the contractor to implement BMP's ("Best Management Practices") to control soil erosion, overspray, ponding and efficient irrigation practices. The use of recycled water shall be limited to the areas designated and approved. The

use of recycled water shall not be permitted during the hours of 6:00 AM through 10:00 PM unless prior approval is received from City Representative. Recycled facility shall be operated in accordance with the best BMP's to prevent direct human consumption and to minimize misting, ponding and runoff. BMP's shall be implemented that will minimize both public contact and discharge onto areas not under contractors control. Contractor shall ensure that the recycled water systems are maintained, operated, and repaired at all times in a manner that does not cause illness or injury to any person and in a manner that does not cause damage or injury to the real or personal property of any person or entity. All recycled water sites shall be in compliance with the City of Ontario Utilities Department. Contractor shall be responsible to maintain and replace all items after annual inspection pertaining to proper recycling water designation, items to include but not limited to (head color designation, tags etc...).

A. GENERAL IRRIGATION USES

- All windblown spray and surface runoff of recycled water applied for irrigation onto property not owned or controlled by the discharger or recycled user shall be prevented by implementation of BMP' s.

- Irrigation with recycled water shall be between the hours of 9:00 PM and 6:00 AM to be able to minimize public use of the service area.

- Facilities that might be used by the public, including but not limited to eating surfaces and located within the approved used areas, shall be protected to the maximum extent possible from contact by irrigation with recycled water spray, mist or runoff.

- It is the responsibility of the contractor to communicate to their workers the potential health hazards associated with contact or ingestion of recycled water and shall be educated about proper hygienic practices to protect themselves and their families.

- Workers and the public shall not be subjected to recycled water overspray.

- Contractor shall be responsible for the training and certification on recycled water use of any staff assigned to work in the facility.

Irrigation shall be performed by the use of a Central Irrigation System (Calsense), local automated systems or manual sprinkler systems where available and operable. Contractor shall be required to monitor the computer system daily by retrieving alert/reports from the lobby area of the Public Works Agency (1425 S. Bon View Avenue, Ontario, CA.) once per day no later

than 9:00 AM, contractor shall sign in every day when picking up paperwork. Completed alert/reports shall be returned to the City representative within 48 hours. Failure to do so will result in a non-compliance report and will be handled per contract specifications. Returned reports shall be accompanied with a written explanation of the problem and the repair. However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. All areas receiving marginal coverage shall be irrigated by portable irrigation method. The contractor shall furnish all tools/equipment necessary.

41. IRRIGATION INSPECTION

The Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.

Required repairs shall be submitted to the Parks and Maintenance Director, or his authorized agent, in a written statement within two (2) weeks after the start date of the Maintenance Contract. If a written statement, which documents required repairs, is not received by the authorized agent, within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor and will become his sole responsibility to maintain. The City shall review and verify all submitted problems, repairs may be completed by the following methods:

1. Authorized the Contractor to make appropriate repairs at the expense of the City as described in Section 5.

2. Use City forces to make required repairs.

3. Use another source to make required repairs.

Upon completion of such repairs, the Contractor shall sign-off each individual area as being fully operational.

A. The Contractor shall file a monthly statement with his invoice certifying that all irrigation systems are functioning properly. If the Contractor fails to submit this statement, the invoice will be rejected until the date the statement is received.

B. The Contractor shall inspect the operation of the irrigation system on a weekly basis for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.

C. All system malfunctions, damage and obstructions shall be recorded, reported to the Parks and Maintenance Director, or his authorized agent, and corrective action taken.

42. IRRIGATION MAINTENANCE AND REPAIRS

A. The Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:

- Guarantee proper coverage and full working capability.

- Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street rights-of-way or other areas not meant to be irrigated.

B. The Contractor shall repair or replace at no additional cost inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation non pressurized pipes, all manual and automatic valves, filters, basket strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers shall be the same as to removed manufacturer items unless prior approval has been granted by City representative in writing. The contractor shall test all backflows and submit to the City the appropriate test form once completed (contractors' cost). Any device that fails to pass, the contractor shall report to the City for needed repairs and re-inspection.

Maintenance includes, but is not limited, tightening loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads for proper coverage and to avoid irrigating hardscape including softball and baseball infield radius; anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters, replace batteries for battery operated valves and maintain solar operated valves, relocation of irrigation mainline or lateral lines due to tree placements and roots. The Contractor shall be responsible for replacing recycled (purple) valve box lids and controller boxes, as needed and or as directed by City Representative. Labor shall be provided at no additional cost to the City.

C. Irrigation repairs shall be made within the following time limits:
Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification. All other irrigation repairs shall be made within one (1) day of identification or notification.

D. Replacement of irrigation components shall match city approved equipment list. Substitutions must be approved by the Parks and Maintenance Director, or his authorized agent, in writing prior to installation.

43. WATER CONSERVATION

The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

The Contractor shall comply with all City of Ontario Ordinances and/or Resolutions, which relate to water conservation.

Failure to comply shall result in an equitable amount deducted from the Contractor's payment.

44. CONTROLLER PROGRAMMING

A. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

Whenever possible, automatic irrigation shall be programmed to operate between the hours of 9:00 P.M. to 8:00 A.M. The Contractor shall be responsible for reprogramming the controller during inclement weather to conserve water.

Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential, and the relationship of conditions which affect day and night watering.

Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. Also, the variation in the size of plants, as well as varietal differences must be considered.

The irrigation system will be controlled by the contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf grass.

C. The Contractor, at the request of the Parks and Maintenance Director or his authorized agent, shall submit a copy of the irrigation schedule for each individual controller. This information is to be readily available upon request or available at the controller.

D. All landscape and turf areas shall be irrigated as required maintaining adequate growth and appearance with a schedule most conducive to plant growth.

45. IRRIGATION CONTROLLER

A. The Contractor shall maintain controller as-builts (controller charts) inside each controller cabinet where available.

B. All controller enclosures shall receive a granular chemical application as needed to prevent pest infestation. Any damages resulting from any insect infestation due to failure to apply the chemical shall be repaired/replaced by the contractor (no expense to the City).

C. Controllers and dome antennas shall be inspected and cleaned by the contractor 4 x per year and report damages or maintenance needs.

46. TREE CARE

A. Tree Trimming

The Contractor shall be responsible for all tree under-trimmings, including the removal of palm fronds and flower stalks (if present). All trees are to be under-trimmed to ensure public and vehicle safety or as directed by the Parks and Maintenance Director, or his authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

Contractor shall prune palm trees at no extra cost to the City (dead fronds and flower stalks) annually, removal of fruit (dates) if present shall be done twice per year as designated by the Parks and Maintenance Director or his authorized agent.

Trees shall be pruned at no extra cost to the City on a cycle of once every three years, contractor to create a myOntario App once the trees have been completed under the Tree section and have the City representative inspect them. The contractor shall not leave the site until the work has been completed, approved and released by the City representative.

The Contractor shall notify the Parks and Maintenance Director, or his/her authorized agent, except when pruning is required for public safety. Once all trees are trimmed, a formal

(Company letterhead) record of the work performed with time, date, location, type of tree, removal percentage and staff assigned to do the work. Any tree that is not trimmed by the end of 3-year cycle shall be deducted from the final billing of the maintenance contract.

All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is under-trimmed carefully to promote the tree's health and appearance.

All work shall be of the highest quality and performed in accordance with City approved tree trimming standards.

All trees shall be pruned within forty-eight (48) hours upon notification to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the Parks and Maintenance Director or his authorized agent.

All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the City within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.

All sucker growth is to be removed from trees as it occurs.

The Contractor shall maintain all branches which encroach on or over sidewalks at a minimum height of ten feet (10') clearance. The Contractor shall notify the city within 24 hours of any branches encroaching beyond the curb line into the street that cannot be reached with a pole saw.

All branches which encroach over private property shall be removed as directed.

The Contractor shall not remove or disturb any tree central leader without prior written approval from the Parks and Maintenance Director, or his authorized agent.

The Contractor shall include the removal of 20 trees per year with a DBH not to exceed 20” as part of his bid package and a unit price to perform an individual complete tree trim, and individual tree removal price. Contactor shall create a final work order using myOntario App

once the trees have been trimmed, the City representative will inspect once the App has been closed as completed for release.

B. Tree Staking/Guying

The Contractor shall, at no additional cost to the City, stake and tie all trees which require support. City does not provide stakes and ties. Tree stakes shall be 3” x 10’ wooden lodge poles. Two (2) tree stakes are required per tree.

Guy wires, where required, will be of pliable zinc-coated ten-gauge wire (three ties per tree), and shall have a white PVC sleeve for visibility. Guy wires shall be kept tight enough to promote natural movement of the tree. The contractor shall periodically check the tension in the guy wires.

Trees shall be secured to stakes with cinch ties or equivalent. The Contractor shall not use wire and hose. Stakes shall not be placed closer than eight inches (8") from the tree trunk.

C. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and retied as necessary, to prevent girdling.

D. Tree Replacement

1. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks and Maintenance Director, or his authorized agent.

Where there is a difference in value between the tree damaged by the Contractor and the replacement tree, this difference may be deducted from the Contractor's payment.

In all cases, the value of the trees lost will be determined by the Parks and Maintenance Director, or his authorized agent, using the latest ISA Guide for Plant Appraisal.

2. Unsalvageable downed trees, due to any cause (windstorm etc...), shall be removed, the stump ground to a depth of eighteen inches (18"), the stump grinding debris removed and the hole refilled with compatible topsoil and compacted within 48 hours of identification or notification. If the tree is in the public right-of-way or creating a public hazard, the tree is to be cut back to a 12" stump immediately upon notification and removed. Then within 48 hours, the stump is to be removed and the hole filled with compatible topsoil and compacted. This work shall be considered and EWA and invoiced to the city.

3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a twenty-four (24") box tree and billed as "Additional Work". The Parks and Maintenance Director, or his authorized agent may specify a species of tree for replacement different from the one lost.

E. Tree Irrigation

All trees shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and overspray shall be minimized.

Trees shall be irrigated in a method which promotes deep root growth. The contractor shall provide manual deep watering to those trees that show decline.

47. WEED CONTROL

Weeds are defined in the dictionary as:
“A wild plant growing where it is not wanted and in competition with cultivated plants."
When classified by their gross morphological features, weeds are broken down into three major categories: grasses, sedges, and broadleaf weeds.
Full control of these 3 categories of weeds will be achieved with a combination of selective and non-selective herbicides as well as mechanical removal. **Weeds should not be visible.**
All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, landscape areas, and softball/baseball infields shall always be kept free of weeds.

Weed removal shall consist of complete removal of all weeds, including top growth and roots.
Weed control shall be performed as needed.
Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Parks and Maintenance Director, or his authorized agent, may restrict the use of chemical weed control in certain areas.

48. DISEASE AND PEST CONTROL

The Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect, or rodent infestation. The Contractor shall report any applied treatments within their next monthly billing. The Contractor shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dust or other materials utilized.

Approved control measures shall be continued until the disease, snail, insect, or rodent is controlled to the satisfaction of the Parks and Maintenance Director, or his authorized agent. The Contractor shall utilize all safeguards necessary during disease, snail, insect, or rodent control operations to ensure the safety of the public and the employees of the Contractor.

The Contractor shall perform, at their sole expense, the following services:

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License for each chemical used is required prior to chemical application where required by law.

All chemicals requiring a special permit for their use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy from the Parks and Maintenance Director, or his authorized agent, prior to use.

A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Parks and Maintenance Director, or authorized agent, monthly.

49. USE OF CHEMICALS

The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Parks and Maintenance Director or his authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.

The use of chemicals shall conform to the current San Bernardino County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until its use is approved, in writing, by the Parks and Maintenance Director, or his authorized agent as appropriate for the purpose and area proposed.

Required spray equipment will consist of at least one (1) medium spray rig of 100-gallon (minimum) capacity or more and backpack sprayers provided for each crew performing chemical landscape maintenance.

50. TURF BROADLEAF

Control of broadleaf weeds shall include proper notification with chemicals to be used, date, and time to the Parks and Maintenance Director, or his authorized agent. prior to starting date for approval. Frequencies will be twice per year.

51. LITTER

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, broken glass, cans, paper, cardboard, metallic items, feces, leaves, tumbleweeds, and other debris on a daily basis.

The Contractor shall promptly remove from the work area all debris generated by their performance and dispose of the debris in a legal manner. The City does not allow any dumping of debris generated by your daily work in City facilities. Illegal dumping picked up by contractors shall be brought up to the City yard for proper disposal. Excessive dumping (above and beyond reasonable) after long holiday weekends and special events shall be reported immediately to the City Representative.

Hazardous waste as well as homeless belongings shall not be picked up. The contractor shall contact City Representative to arrange proper disposal by City forces. A myOntario App service request shall be created to report the hazardous conditions.

52. GRAFFITI

A. The Contractor shall remove any graffiti upon discovery within their contractual areas. Extreme caution shall be placed on areas that get tagged to make sure that they get cleaned up with materials that do not damage the finish product (PVC Vinyl fence) and are biodegradable. Issues of graffiti outside their contractual obligations shall be reported to the Graffiti Hot Line 909-395-2626 or create a service request within the myOntario App.

B. Issues of the above normal graffiti vandalism within the contractor's contractual area shall be reported to the City representative upon finding. Phone call, text, or creation of a myOntario App service request are acceptable methods of communication to the City Representative. The City reserves the right to request an outside contractor to help with the cleaning or will have the right to request that the contractor performs the work as an additional cost to the City.

C. If graffiti cannot be removed and needs to be painted over, cover up paint shall match existing paint. Graffiti on sidewalks shall be removed with a hot steam pressure washer. Painting of sidewalks over graffiti shall not be allowed.

53. GENERAL

A. Trash Removal

Remove all trash and accumulated debris from the work sites daily. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas and dumpster areas.

B. Policing of Areas

All maintained areas shall be policed based on frequencies.

C. Curb and Gutter Maintenance

The Contractor is responsible for the removal of all weeds and grass growing in and around the curb and gutter area monthly. The Contractor is responsible for ensuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. Walkway Maintenance

Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment. All walkway cracks and expansion joints shall always be maintained weed and grass free.

E. Drain Maintenance

All drains and catch basins shall always be kept free of siltation and debris. All V-ditches and drainage areas shall be kept clean and edged weekly by the Contractor. Cleaning of drain basins shall be done monthly, Contractor shall inspect weekly to make sure that grates are secured, if missing, Contractor shall replace at City's expense. Damaged grates due to Contractor's operations shall be replaced at Contractors expense.

F. Removal of Leaves

Accumulation of leaves shall be removed from all designated landscape areas monthly and under trees once per month or more as needed.

G. Hardscape Power Wash

All concrete areas shall be cleaned using a power washer (hot steam cleaning washer) to remove soda spills, gum and other stains that might be present. The City Representative will make the final determination if the service is needed.

The use of a biodegradable cleaner (soap) is required and permitted. Containment of contaminated soapy water shall be the responsibility of the Contractor.

54. REPAIR AND SERVICE OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor to keep the integrity of the walking or driving surface in a safe, unimpaired condition.

The Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration but will be required to replace all improvements damaged by his negligence.

It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated. The contractor shall communicate any improvements needed prior to repairs to the Parks and Maintenance Director or his authorized agent for proper approvals.

55. MULCH

Mulch beds shall be replenished 2 times per year at the Contractor's cost. The City may provide the mulch if additional mulching is needed. If City provided, the Contractor will be responsible for loading the mulch at the City yard at 1425 S Bon View.

56. DECOMPOSED GRANITE/GRASS PAVER AREA

Contractor shall be responsible to drag with cocoa mat or similar and rake all decomposed granite areas monthly and to replenish displaced or missing material at his own cost as needed. Moistening the material and use of a mechanical compactor is required when backfilling DG areas. Decomposed granite areas are to keep a grading that is acceptable and safe to walk on. In the event of inclement weather, the City will compensate the contractor for the replacement of material for the damage created by the storm.

57. RODENT CONTROL

All areas shall be maintained free of rodents causing damage to turf, shrubs, and groundcover areas (gophers, squirrels etc.) by using Gophernator or trapping. Any activity that affects holes, mounds, etc. will be raked and backfilled after control.

58. CITY OF ONTARIO myOntario App (FREE)

Contractor shall download the free myOntario App for the purpose of tracking completed specialty tasks (mulching, vandalism, vehicular damage, rose trimming, fertilizations, chemical applications, illegal dumping, hazardous waste, pruning shrubs, downed branches and rodent control, restroom issues). All specialty tasks shall be recorded as a service request using the app order system and shall be reported to the city representative when completed. City staff will close the service request.

59. TRASH CONTAINERS

Contractors shall remove all litter, replace liners as needed, and check the condition of the trash container and hardware. Containers shall be replaced as needed (City to provide). Contractor shall use liners that are a minimum of 1.5 mil and be clear or black in color. Trash containers shall be inspected daily, seven days per week.

Trash containers shall be painted at least once per year as directed by the Parks and Maintenance Director, or his authorized agent. Contractor to provide labor and material. Container holders should be set so that the bottom of the container is 12” from the surface of the ground. Bent or broken container holders must be repaired, reset, or replaced ASAP.

NOTICES

Any notice, demand, request, consent, approval, or communication that either Party desires, or is required to give to the other Party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by email followed by mailing of said notice.

WELL SITES ANNUAL MAINTENANCE FREQUENCIES
CATEGORY "A"

Turf

Mowing	43 x per year
Edging	43 x per year
Fertilization	3 x per year
Detail	43 x per year
Broadleaf Application	2 x per year
Aeration	3 x per year
Renovation	1 x per year
Over Seeding	1 x per year
Over Seeding Bare Areas	As needed

SHRUBS

Pruning	4 x per year (minimum)
Fertilization	3 x per year
Raking Leaves	12 x per year

ROSES

Pruning (heavy)	1 x per year
Fertilization	2 x per year
Line of site clearance	As needed

Ground Cover

Edging	As needed
Fertilization	1 x per year (minimum)
Trimming	As needed

VINES

Trimming	As needed

TREES

Staking/Guying	As needed
Fertilization (young trees)	1 x per year
Trimming (ISA standards)	1 x every 3 years
Raking Leaves	12 x per year
Under Trimming	As needed

IRRIGATION

Inspections	52 x per year
Reports	12 x per year

MISCELLANEOUS

Weed Removal	As needed
Weed Control	24 x per year
Rodent Control	As needed
Graffiti Removal	As needed
Curb and Gutter	12 x per year
Walkways Blowing	104 x per year
Trash/Litter	365 x per year
Mulch Replenishing	2 x per year
Decomposed Granite (service)	12 x per year

WELL SITES ANNUAL MAINTENANCE FREQUENCIES
CATEGORY "B"

SHRUBS

Pruning	3 x per year (minimum)
Fertilization	2 x per year
Raking Leaves	12 x per year

ROSES

Pruning (heavy)	1 x per year
Fertilization	2 x per year
Line of site clearance	As needed

VINES

Trimming	As needed

TREES

Staking/Guying	As needed
Fertilization (young trees)	1 x per year
Trimming (ISA standards)	1 x every 3 years
Raking Leaves	12 x per year
Under Trimming	As needed

IRRIGATION

Inspections	52 x per year
Reports	12 x per year

MISCELLANEOUS

Weed Removal	As needed
Weed Control	24 x per year
Rodent Control	As needed
Graffiti Removal	As needed
Curb and Gutter	12 x per year
Walkways Blowing	104 x per year
Trash/Litter	364 x per year
Mulch Replenishing	2 x per year
Decomposed Granite (service)	12 x per year

WELL SITES ANNUAL MAINTENANCE FREQUENCIES
CATEGORY "C"

TREES

Staking/Guying	As needed
Fertilization (young trees)	1 x per year
Trimming (ISA standards)	1 x every 3 years
Raking Leaves	12 x per year
Under Trimming	As needed

MISCELLANEOUS

Weed Removal	As needed
Weed Control	24 x per year
Rodent Control	As needed
Graffiti Removal	As needed
Curb and Gutter	12 x per year
Walkways Blowing	104 x per year
Trash/Litter	156 x per year
Mulch Replenishing	1 x per year
Decomposed Granite (service)	12 x per year

LANDSCAPE MAINTENANCE SERVICES FOR ONTARIO WELL SITES

BID SCHEDULE NO. 1 **Category A**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2024/2025 to 2026/2027 3 YEAR CONTRACT

No.	Description		Monthly Cost	Annual Cost
1.	Well Site #30	220 S Wineville	$	$
2.	Well Site #44	960 N Cucamonga	$	$
3.	Well Site #46	1620 E 8th St.	$	$
4.	Well Site #47	4265 E Concourse	$	$
5.	Well Site #49	1495 S Duponte Ave	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 2 **Category A**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2027/2028 4th YEAR CONTRACT (OPTIONAL)

No.	**Description**		**Monthly Cost**	**Annual Cost**
1.	Well Site #30	220 S Wineville	$	$
2.	Well Site #44	960 N Cucamonga	$	$
3.	Well Site #46	1620 E 8th St.	$	$
4.	Well Site #47	4265 E Concourse	$	$
5.	Well Site #49	1495 S Duponte Ave	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 3 **Category A**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2028/2029 5th YEAR CONTRACT (OPTIONAL)

No.	**Description**		**Monthly Cost**	**Annual Cost**
1.	Well Site #30	220 S Wineville	$	$
2.	Well Site #44	960 N Cucamonga	$	$
3.	Well Site #46	1620 E 8th St.	$	$
4.	Well Site #47	4265 E Concourse	$	$
5.	Well Site #49	1495 S Duponte Ave	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 1 **Category B**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2024/2025 to 2026/2027 3 YEAR CONTRACT

No.	**Description**		**Monthly Cost**	**Annual Cost**
1.	Well Site #6	119 E Phillips	$	$
2.	Well Site #9	1560 N Euclid	$	$
3.	Well Site #15	1200 S Mountain	$	$
4.	Well Site #17	498 S Grove	$	$
5.	Well Site #20	9600 S Milliken (City of Rancho Cucamonga)	$	$
6.	Well Site #24	700 N Haven	$	$
7.	Well Site #25	2930 E Inland Empire	$	$
8.	Well Site #31	5719 E Santa Ana	$	$
9.	Well Site #35	652 E Main	$	$
10.	Well Site #36	1400 S Archibald Ave	$	$
11.	Well Site #37&39	4327 E Guasti	$	$
12.	Well Site #40	1335 E Holt	$	$
13.	Well Site #41	1252 N Hellman	$	$
14.	Well Site #45	665 East E St.	$	$
15.	Booster #3&#4	136 N Campus (City of Upland)	$	$
16.	" B" Booster	110 S Fern (City of Upland)	$	$
17.	Francis Future Site	906 E Francis	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 2 **Category B**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2027/2028 4th YEAR CONTRACT (OPTIONAL)

No.	Description		Monthly Cost	Annual Cost
1.	Well Site #6	119 E Phillips	$	$
2.	Well Site #9	1560 N Euclid	$	$
3.	Well Site #15	1200 S Mountain	$	$
4.	Well Site #17	498 S Grove	$	$
5.	Well Site #20	9600 S Milliken (City of Rancho Cucamonga)	$	$
6.	Well Site #24	700 N Haven	$	$
7.	Well Site #25	2930 E Inland Empire	$	$
8.	Well Site #31	5719 E Santa Ana	$	$
9.	Well Site #35	652 E Main	$	$
10.	Well Site #36	1400 S Archibald Ave	$	$
11.	Well Site #37&39	4327 E Guasti	$	$
12.	Well Site #40	1335 E Holt	$	$
13.	Well Site #41	1252 N Hellman	$	$
14.	Well Site #45	665 East E St.	$	$
15.	Booster #3&#4	136 N Campus (City of Upland)	$	$
16.	" B" Booster	110 S Fern (City of Upland)	$	$
17.	Francis Future Site	906 E Francis	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 3 **Category B**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2028/2029 5th YEAR CONTRACT (OPTIONAL)

No.	Description		Monthly Cost	Annual Cost
1.	Well Site #6	119 E Phillips	$	$
2.	Well Site #9	1560 N Euclid	$	$
3.	Well Site #15	1200 S Mountain	$	$
4.	Well Site #17	498 S Grove	$	$
5.	Well Site #20	9600 S Milliken (City of Rancho Cucamonga)	$	$
6.	Well Site #24	700 N Haven	$	$
7.	Well Site #25	2930 E Inland Empire	$	$
8.	Well Site #31	5719 E Santa Ana	$	$
9.	Well Site #35	652 E Main	$	$
10.	Well Site #36	1400 S Archibald Ave	$	$
11.	Well Site #37&39	4327 E Guasti	$	$
12.	Well Site #40	1335 E Holt	$	$
13.	Well Site #41	1252 N Hellman	$	$
14.	Well Site #45	665 East E St.	$	$
15.	Booster #3&#4	136 N Campus (City of Upland)	$	$
16.	“B” Booster	110 S Fern (City of Upland)	$	$
17.	Francis Future Site	906 E Francis	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30’ $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18” minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3” from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 1 **Category C**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2024/2025 to 2026/2027 3 YEAR CONTRACT

No.	**Description**		**Monthly Cost**	**Annual Cost**
1.	Well Site #27	4300 E Jurupa	$	$
2.	Well Site #29	2505 E Guasti	$	$
3.	Well Site #43	3650 E Airport Dr	$	$
4.	Well Site #50	3900 E Riverside Dr.	$	$
5.	Archibald Booster	14909 S Archibald Ave	$	$
6.	Haven Lift Station	3665 E Brentstone	$	$
7.	Whispering Lakes	2900 Whispering Lakes Lane	$	$
8.	PRV 17	13651 S Archibald Ave	$	$
9.	G St. Future Site	1748 E G St.	$	$
10.	Grove Future Site	1612 S Grove Ave	$	$
11.	Bon View Future	1687 S Bon View	$	$
12.	Future Site	8163 Rochester Ave (Rancho Cucamonga)	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 2 **Category C**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2027/2028 4th YEAR CONTRACT (OPTIONAL)

No.	Description		Monthly Cost	Annual Cost
1.	Well Site #27	4300 E Jurupa	$	$
2.	Well Site #29	2505 E Guasti	$	$
3.	Well Site #43	3650 E Airport Dr	$	$
4.	Well Site #50	3900 E Riverside Dr.	$	$
5.	Archibald Booster	14909 S Archibald Ave	$	$
6.	Haven Lift Station	3665 E Brentstone	$	$
7.	Whispering Lakes	2900 Whispering Lakes Lane	$	$
8.	PRV 17	13651 S Archibald Ave	$	$
9.	G St. Future Site	1748 E G St.	$	$
10.	Grove Future Site	1612 S Grove Ave	$	$
11.	Bon View Future	1687 S Bon View	$	$
12.	Future Site	8163 Rochester Ave (Rancho Cucamonga)	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 3 **Category C**
LANDSCAPE MAINTENANCE CONTRACT PM 2425-16
FISCAL YEAR 2028/2029 5th YEAR CONTRACT (OPTIONAL)

No.	Description		Monthly Cost	Annual Cost
1.	Well Site #27	4300 E Jurupa	$	$
2.	Well Site #29	2505 E Guasti	$	$
3.	Well Site #43	3650 E Airport Dr	$	$
4.	Well Site #50	3900 E Riverside Dr.	$	$
5.	Archibald Booster	14909 S Archibald Ave	$	$
6.	Haven Lift Station	3665 E Brentstone	$	$
7.	Whispering Lakes	2900 Whispering Lakes Lane	$	$
8.	PRV 17	13651 S Archibald Ave	$	$
9.	G St. Future Site	1748 E G St.	$	$
10.	Grove Future Site	1612 S Grove Ave	$	$
11.	Bon View Future	1687 S Bon View	$	$
12.	Future Site	8163 Rochester Ave (Rancho Cucamonga)	$	$
		Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

EXHIBIT "B"

SCHEDULE OF SERVICES

JULY 1, 2024 - JUNE 30, 2027

EXHIBIT "C"

COMPENSATION

NOT TO EXCEED $694,872

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Priority Landscape Services, LLC.** a **CORPORATION, LIMITED LIABILITY COMPANY,** with its principal place of business at **1524 West Mable Street, Anaheim, CA 92802** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape Maintenance Services for Former Redevelopment Sites** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Landscape Maintenance Services for Former Redevelopment Sites PM 2425-03** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2027**, unless earlier terminated as provided herein Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The

Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Ninety-Two Thousand Two Hundred Dollars ($592,200)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income

tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Philip Marino, Urban Forestry Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Michael Rocha, Regional Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to

the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Seventy Dollars with Zero Cents ($270)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and

policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Priority Landscape Services, LLC
1524 West Mable Street
Anaheim, CA 92802
Attn: Michael Rocha, Regional Manager

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Philip Marino, Urban Forestry Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PRIORITY LANDSCAPE SERVICES, LLC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Priority Landscape Services, LLC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

A. The intent of this Agreement is to secure a contractor(s) who shall provide Landscape Maintenance Services for the Economic Development Sites PM 2425-03.

B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance and repairs as set forth in this Agreement.

C. All Work shall be done in a professional, thorough, and workman like manner to the satisfaction of the Parks and Maintenance Director, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall always be maintained at the level of service provided for in these specifications. The Contractor shall have the duty to provide complete landscape maintenance of all the project areas, including, but not limited to, the following: Fertilize, under-trim trees and shape shrubs, trim ground cover areas, mow, and edge turf grass areas. Consistently maintain the project areas with horticulturally acceptable growth and color. Consistently maintain the project areas to be devoid of weeds. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter and street. Consistently maintain the project areas to be devoid of diseases, rodents and pests. Consistently maintain the project areas to be devoid of litter. Consistently maintain the project areas to be devoid of safety hazards. Consistently maintain the project areas to be devoid of unsafe walkways. Consistently maintain the project areas to be devoid of blocked drainage systems. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems. Consistently maintain the project areas to be devoid of graffiti and paper like signs. Program, monitor, adjust and maintain all irrigation system clocks, and perform extra work as directed and approved.

E. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

F. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such an inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.

2. WORK SITE

Work sites may include parks, medians, trails, weed abatement areas, and parkways.

The City reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any changes result in an increase or reduction in square footage maintained. Compensation shall be based on a-per unit cost (bid schedule form submitted) of work completed.

3. LENGTH OF CONTRACT

This **PRIMARY** contract shall begin **July 1, 2024, and shall terminate on June 30, 2027.**

The **FIRST** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2027, through June 30, 2028,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

The **SECOND** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2028, through June 30, 2029,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

All optional extensions of the contract are subject to approval by the City Manager, or his authorized agent, and are contingent upon funding and performance by the Contractor.

4. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Parks and Maintenance Director, or his authorized agent, is intended unless otherwise stated.

The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by the City of Ontario, Parks and Maintenance Director, or his/her authorized agent and working under this contract.

The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

The use of the words "his" or "him" shall be construed to mean either gender, as appropriate. The use of the words " Parks and Maintenance Director " shall be construed to mean either the Parks and Maintenance Director or his authorized agent(s).

The words "City working day" refers to Monday-Friday, 6:30 a.m. to 4:00 p.m.

5. VANDALISM/THEFT/DAMAGE

Contractor shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft, vandalism or mysterious damages that do not result from the performance of the Contractor.

In the case of vandalism to the maintained areas (Damage by Unknown Circumstances), Contractor shall notify the City within 24 hours using the free myOntario App. Graffiti will be entered under the “graffiti “Tab. All other Vandalism will be entered under the “Parks” Tab. In addition, EXCEPT in the case of graffiti, a text or email must be sent to the City’s Representative within 24 Hours detailing the Vandalism.

The use of red "Danger" tape shall be used when an area is unsafe for the public by the end of the workday.

The repairs shall be made within 24 hours of receiving a notice to proceed by text or email. At no time shall damage by unknown sources remain unrepaired for a period exceeding 72 hours.

Additional compensation will be provided only for costs that are directly related to the theft and/or vandalism.

The following conditions shall be met prior to the Contractor being reimbursed for "Damage by Unknown Circumstances".

6. VANDALISM/THEFT/DAMAGE BIDS

Contractor shall submit an itemized EWA (Extra Work Authorization) within 24 hours to the City's Representative. Contractor shall secure written authorization for the repairs by the Parks and Maintenance Director, or his authorized agent within twenty-four (24) hours by e- mail or text. For emergencies regarding public safety, a verbal or text approval by the Parks and Maintenance Director, or his authorized agents, may be obtained.

7. COMPLETION OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Work is to commence within twenty-four (24) hours after receiving City approval.

B. The work shall be inspected and released as complete by the City representative, and then invoiced as specified in section (8).

8. INVOICING OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Contractor shall submit on business letterhead, a photocopy of the original EWA describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs. The cost estimate for additional work shall consist of the following elements: **Base cost of labor plus Fifteen percent (15%) for overhead and profit. Actual cost of materials plus fifteen percent (15%) for overhead and profit.** City reserves the right to ask for payroll records and vendor invoice if discrepancies on the bid exist. Materials may be provided by the City of Ontario.

B. Contractor shall submit a copy of a report filed with the City of Ontario Police Department, which relates to the specific incident if required by the Parks and Maintenance Director or his authorized agent.

9. ADDITIONAL (EXTRA) WORK (EXTRA WORK AUTHORIZATION or EWA)

A. The Parks and Maintenance Director, or his authorized agent, may, at his discretion, authorize the Contractors to perform additional work. Additional work (work not related to "Damages by Unknown Circumstances") shall be defined as work not included in this Agreement.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work as stated. No work shall commence

without written authorization from the Parks and Maintenance Director, or his authorized agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Parks and Maintenance Director, or his authorized agent may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Parks and Maintenance Director, or his authorized agent, for approval.

C. The cost estimate for additional work shall consist of the following elements:

Base cost of labor plus fifteen percent (15%) for overhead and profit.

Actual cost of materials plus fifteen percent (15%) for overhead and profit (invoice from vendor shall be attached to each invoice turned in for payment).

The city reserves the right to ask for payroll records. Materials may be provided by the City of Ontario.

D. Written authorization from the Parks and Maintenance Director, or his authorized agent, shall be by the issuance of a change order or signed bid. This change order or signed bid shall be considered an amendment to this Agreement and approved by the Parks and Maintenance Director, or his authorized agent, and Contractor.

E. All additional work shall commence on the agreed date and shall diligently proceed until completion. Contractor could use the labor force assigned to the contractual maintenance tasks to perform additional work if prior approval has been granted by the City representative.

F. Upon completion of the additional work, the Parks and Maintenance Director, or his authorized agent, shall be notified so that the work may be verified.

G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials and a copy of signed bid. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.

H. The City of Ontario reserves the right to repair or contract with a third Party to perform such additional work (if bids are not received within 72 hours of official request and or if the proposed costs do not concur with contractor's labor rates and cost of materials)

10. CONTRACTOR LIABILITY

A. All damage to existing improvements located within areas and adjacent to areas under construction, which in the opinion of the Parks and Maintenance Director, or his authorized agent, are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with exact (existing) materials and in an approved manner.

B. Such repairs or replacements shall be performed by the Contractor at no cost to the City and shall be accomplished as directed by the Parks and Maintenance Director or his/her authorized agent. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payments in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces, or another source.

C. Irrigation damage shall be repaired or replaced within the following time limits: Irrigation entities such as, but not limited to, (risers, heads, backflow device and cages, controllers, basket strainers, pressure regulators, irrigation wires and valves, valve boxes, irrigation pumps, ET gauges, rain buckets, antennas, flow sensors, and landscape lighting equipment) that are damaged during regular routine maintenance and become non-functional or non-efficient shall be replaced immediately. Mainline irrigation breaks shall be repaired within two (2) hours of being notified. All other irrigation repairs and/or replacement shall be completed within 24 hours of being notified. (In the event that the mainline repairs require specialized parts and or materials, the contractor shall be responsible to request from the City additional time to complete the repair/s)

D. All damage to turf grass, groundcover, shrubs, or trees, shall be repaired or replaced within three (3) working days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of bermudagrass sod or seeded with warm season seed and topper added. Damage to groundcover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Parks and Maintenance Director, or his authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the damage is severe, the shrub (in its entirety) shall be removed and replaced with a similar variety and size.

E. Damage to trees shall be repaired in the following manner:

Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist. If the damage results in the loss of the tree, or, if in the opinion of the Parks and Maintenance Director or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life. All work shall be inspected, verified, and completed to the satisfaction of the Parks and Maintenance Director, or his authorized agent.

11. INSPECTION/DRIVE

The City and an appointed representative of the Contractor shall conduct a once-a-month walkthrough to inspect each individual work area. It is the responsibility of the Contractor to set up the inspection time(s) five (5) working days prior to the walkthrough/inspection. It is a requirement that a six to twelve (6-12) month master calendar be set up within 30 days of the award of the contract to insure coordinated dates of inspection. This inspection is to ensure adequacy of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in the manner prior to invoicing and payment.

12. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Maintenance Director, or his authorized agent, shall be notified immediately using the myOntario App, as well as text or phone call, of any unsafe condition that requires major correction.

The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, diverting water sheet flow, using barricades, danger tape or traffic cones to alert persons of the existence of hazards and replacing valve box covers so as to protect all persons from injury.

The Contractor shall inspect all work sites for hazards, or potential hazards in the contractual areas daily.

During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall immediately contact the City representative (either e-mail or text) indicating the condition, date, and the area that was inspected and a work order should be created using the myOntario App.

The Contractor shall cooperate fully with the City of Ontario in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Maintenance Director within three (3) days following the occurrence.

13. REMOVING OBSTRUCTION AND MAINTENANCE OF EXISTING IMPROVEMENTS

Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and turf grass. Unless otherwise indicated in the contract documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by them during the progress of the work, provided, that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated 1) for the cost of locating and repairing damage to main or trunk line utility facilities located on the job site, not due to the failure of the Contractor or exercise reasonable care; 2) for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and 3) for the operation cost for equipment on the project necessarily idled such work.

At least two (2) working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert at (800) 422-4133 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

14. CONTRACTOR STAFF

The contractor shall provide the manpower as a minimum staffing requirement to comply with the performance of the landscape/irrigation maintenance specifications and requirements of the site.

The Contractor shall furnish one (1) supervisor with a minimum of 5 years of landscape and irrigation maintenance experience and sufficient supervisory and working personnel capable of promptly accomplishing all tasks on schedule, to the satisfaction of the Parks and Maintenance Director, or his authorized agent, all work required under this contract during the prescribed hours (6:30 AM to 4:00 pm). **Staffing shall be as needed plus any additional workforce to complete the maintenance/construction tasks required on the frequency page.** Payment will be based upon completed, acceptable work, Irrigation technician and spray technician to be provided as needed (personnel needs do not address the alternates per bid forms). Incomplete or unacceptable work will result in a delay or reduction of billing payment.

The Contractor shall have a competent supervisor, who is capable of communicate effectively both in written and oral English and discuss matters pertaining to this contract. The supervisor must be able to demonstrate to the satisfaction of the Parks and Maintenance Director, or his authorized agent, that they possess an adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure the accomplishment of high-quality work, which will be acceptable to the Parks and Maintenance Director or his authorized agent.

Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. The contractor shall use the free myOntario App. The use of a Smart phone will be required.

The contractor shall provide the minimum staffing requirements to comply with the performance of the landscape maintenance specifications and requirements of the site. Personnel shall be on site ready to work no later than 6:30am.

The Contractor, and their employees, shall always conduct themselves in a proper and efficient manner and shall cause the least possible annoyance to the public. The Parks and Maintenance Director or his authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Ontario.

The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and always buttoned; safety vests "Type II" are required when indicated by the Work Area Traffic Control Handbook, the Parks and Maintenance Director or his authorized agent.

The Contractor shall establish an identification system for personnel assigned to the maintenance/construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction/maintenance work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.

The contractor shall be responsible for traffic control (where needed) and shall be done per "WATCH" standards. Failure to comply with proper "WATCH" standards shall result in stoppage of all work until the proper traffic control is set up and could result in a fine. 1st violation $500.00, 2nd. Violation $ 1000.00, 3rd. violation and thereafter $ 3000.00 and/or possible cancellation of contract.

Inclement Weather

During inclement weather, (rainstorms, windstorms etc.) the contractor shall be required to contact the City representative prior to 7:00 am to receive clear directions of their assignments for the day. A minimum of two staff members shall be at the disposition of the City.

15. LOCAL OFFICE

A. The Contractor shall maintain an office with a telephone and provide at all times the following:

A responsible person(s), employed by the Contractor, shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Parks and Maintenance Director, or his authorized agent. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hour after receipt of said communication. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Ontario.

B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through a landline or cellular telephone communication. This will allow the city to access the contractor at any time during City working hours.

16. STORAGE FACILITIES

The City of Ontario will not be providing storage facilities throughout the duration of this contract.

A. SIGNS

The contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Parks and Maintenance Director, or his authorized agent.

The contractor shall, always, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

17. LOCK AND KEYS

A. Where City of Ontario locks and keys are required as part of this contract, the Contractor shall:

Not duplicate any coded City key furnished by the city.

Surrender all keys furnished by the Parks and Maintenance Director or his authorized agent promptly at the end of the contract period, or at any time-deemed necessary by the Parks and Maintenance Director, or his authorized agent, to prevent loss to the City of Ontario.

Protect the security of City property by keeping controller cabinets and enclosure doors always locked.

Contact the City immediately if a security lock is non-functional and needs repair. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Parks and Maintenance Director or his authorized agent. In the event that the

contractor staff who has been assigned keys to the facilities resigns from his position, it is the sole responsibility of the contractor to retrieve the keys assigned to such staff member and return to the City.

18. UTILITIES

The City of Ontario shall pay for the maintenance related to water and electrical utilities.

When needed, water usage shall not exceed the budgeted amount to comply with the City Water Conservation efforts. A water budget may be provided by the City and shall be reviewed and adhered to by the Contractor. The water budget shall be approved by the Parks and Maintenance Director, or his authorized agent.

The Contractor may be charged for all excessive utility usage (using the current utility rate) due to the contractor's failure to manage and or monitor irrigation system malfunctions or unauthorized increases in water usage. The excess cost will be determined by comparing the current utility usage with historical usage data for the same period.

The excess cost factor shall be deducted from payments to the Contractor. However, the Contractor will be allowed three (3) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question. A final determination (after review of Contractor's explanation) of the deduction will be assessed by the Parks and Maintenance Director or his authorized agent.

19. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

20. PARKING

A. The Contractor shall park their vehicles and equipment within designated parking areas or in such a location to ensure normal vehicular traffic.

B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA. Failure to perform proper traffic control will result in a

formal warning (first time), a deduction of $500.00 per instance after formal warning has been given and contractor fails to comply.

21. EMERGENCY CALLS

A. The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Parks and Maintenance Director or his authorized agent, shall be referred to the worksite Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

22. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these general conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24-hour per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. Submission of an EWA and approval by the Parks and Maintenance Director, or his authorized agent will be necessary. The Contractor shall be compensated for extraordinary work as defined in Section 9.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a City Representative is still at the site when the worksite contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the City Representative. If the

repair will take only a few minutes, the City Representative may stay to continue to direct traffic while the Contractor makes the repairs. If the repair will take longer than the City Representative can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

D. An emergency may be called by the following individuals or agencies at anytime for extraordinary services involving repair work:

1. City Manager
2. Police Department
3. Fire Department
4. Parks and Maintenance Director

E. The following emergency phone numbers are listed for the convenience of the Contractors:

Fire Department (Dispatch)	(909) 983-5911
Fire Department (Emergency)	911
Police Department (Dispatch)	(909) 986-6711
Police Department (Emergency)	911
Southern California Edison	(800) 655-4555
Southern California Gas	(800) 427-2200
Dig Alert	(800) 422-4133

23. REPORTING DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Parks and Maintenance Director, or his authorized agent.

24. COMPENSATION FOR ROUTINE MAINTENANCE

The City shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement.

25. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Parks and Maintenance Director approval or his authorized agent's approval, additional landscape areas that the city adds to this contract. If notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties shall be prorated from the day the Contractor is notified to start maintenance. The City may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

26. DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Parks and Maintenance Director, or his authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

27. MINOR MODIFICATION

The Parks and Maintenance Director, or his authorized agent, may modify these specifications with the joint approval of the Contractor.

28. CONTRACTOR NON-COMPLIANCE

If the Parks and Maintenance Director, or his authorized agent, determines that there are deficiencies in the performance of this Agreement, the Parks and Maintenance Director, or his authorized agent, will provide a written inspection notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Parks and Maintenance Director, or his authorized agent, to correct the specified deficiencies but not to exceed five 5 working days from the day of the inspection punch list. If the site(s) show obvious signs of non-performance, the Parks and Maintenance Director, or his authorized agent shall have the ability to immediately enforce partial or full deduction for the site in question. Should the Contractor fail to correct all deficiencies within the stated time frame, the Parks and Maintenance Director, or his authorized agent, may exercise the following measures:

A. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead and impose a deficiency deduction.

B. Withhold the entire or partial payment.

C. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead. The Parks and Maintenance Director, or his authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to the provisions of Section 3.3, Contract Documents and Section 28 (B), in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Ontario may immediately terminate this Agreement. If the contractor requires extra time to complete the deficiency list due to materials/parts shortage, the contractor shall request in writing only the time needed to be added and the reasons why. The City representative will review the request and shall respond to the contractor in writing of the decision made. Contractor shall present the request for extension within the first five (5) working days of the deficiency list.

29. PAYMENTS WITHHELD

The city may withhold entire or partial payment for reasons as follows:

A. Work required in the specifications, which is defective, incomplete, or not performed. Claims filed or reasonable evidence indicating probable filing of claims.
B. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor. A reasonable doubt that the contract cannot be completed for the remaining balance.
C. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Parks and Maintenance Director, or his authorized agent, which is/are incomplete or not performed.

30. WITHHELD CONTRACT FUNDS

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300. One definition of just cause for immediate contract termination is, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the contract cannot or will not be completed by the Contractor in its entirety. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

If the Contractor fails to meet the specifications of this contract for any fifteen (15) consecutive or non-consecutive days, the Parks and Maintenance Director, or his authorized agent, may at his option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

31. COMPLAINTS FROM CITY

The Contractor shall maintain an on-the-job a written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The on-the-job log of complaints shall be available upon request from the City Representative. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Parks and Maintenance Director, or his authorized agent. If any complaint is not abated within 24 hours, the Parks and Maintenance Director, or his authorized agent, shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Parks and Maintenance Director or his authorized agent, within four (4) City working days.

If the complaints are not abated within the time specified, or to the satisfaction of the Parks and Maintenance Director or his authorized agent, the Parks and Maintenance Director, or his authorized agent, may correct the specific complaint and the total cost incurred by the City of Ontario shall be deducted and forfeited from the payments owing to the Contractor from the City of Ontario.

32. CONTRACTOR IS AN INDEPENDENT CONTRACTOR, INDEMNIFICATION

Contractor shall act under the contract as an Independent Contractor thorough the City of Ontario and will not be an agent, or employee of the City. The contractor shall not represent or otherwise hold out itself, or any of its subcontractors, directors, officers, partners, employees, or agents, to be an agent or employee of the City. Contractors shall indemnify and otherwise hold harmless the City, its officials, officers, directors, employees, agents and other representatives, from all liability, loss, or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor, or of any of its subcontractors, directors, officers, partners, employees, or agents in the course of, or in connection with the Contractor's performance under the contract. The Parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

33. SUBCONTRACTOR/ASSIGNMENT OF CONTRACT

Reference is hereby made to the provisions of The Subletting and Subcontracting Fair Practices Act (Government Code Sections 4100, et. seq.), which are incorporated herein and made a part hereof by this reference.

A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the City before the subcontractor begins work. Each subcontract shall contain a reference to this agreement between the City and the Contractor, and the terms of that agreement between the City and the Contractor and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontractor shall provide for its annulment by the Contractor at the order of the City, if, in the City's opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work. Nothing herein contained shall create any contractual relation between any subcontractor and the City or relieve the Contractor of any liability or obligation hereunder.

The contractor shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights of interests in or to the same or any part hereof, without the previous consent in writing of the Parks and Maintenance Director, or his authorized agent. If the Contractor, without such previous written consent assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall there upon be relieved and discharged from all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right

under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part thereof unless authorized by the written consent of the Parks and Maintenance Director, or his authorized agent.

34. COMPLIANCE WITH THE LAW

Contractor agrees that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the county of San Bernardino, the City of Ontario and any other political entity having jurisdiction over the activities of the Contractors. The Contractor State License Board for the State of California has administratively determined in writing that a C-27 Contractor License is required to provide the service as set forth in the contract and specifications. Therefore, each bidder will be required to hold a valid C-27 Contractor License.

35. PAYROLL

Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.

The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.

Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

36. LABOR STRIKE

It shall be the responsibility of each contractor to provide continuous contractual services, without any interruption.
In case of any labor strikes, the Contractor shall provide other means, as its own cost, to provide a comparable continuous contractual service as if there were no strike.

Failing to do so will cause the Parks and Maintenance Director, or his authorized agent, to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

37. TURF GRASS CARE

A. Turf grass Mowing:

The Contractor shall mow all turf grass with adequately sharpened rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
All cool season turf grasses shall be cut with a power driven rotary mower at a two inch (2") height from November to February and at two and half inches(2 1/2'.') from March to October.

Turf grass mowing heights may be adjusted by the Parks and Maintenance Director, or his authorized agent, during periods of turf grass renovation.

Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

The Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance contract. This mowing schedule shall be approved by the Parks and Maintenance Director, or his authorized agent. Any alteration of the approved mowing schedule shall be submitted in writing to the Parks and Maintenance Director or his authorized agent, for approval prior to implementation.

B. Turf Grass Edging and Trimming:

Turf grass edging and trimming shall be performed per frequency schedule at the time of mowing.

Edging of turf grass shall be performed with a power edger containing a steel blade, the use of string trimmers (weed-eater) to edge turf areas is not a practice acceptable to the City. The use of a stick edger is acceptable.

All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.

Where facilities include a softball or baseball field, the infield radius shall be edged regularly to keep radius clearly defined. Grass and weeds shall not encroach into the infield and shall be treated/removed immediately.

Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.

Tree trunk protectors shall be provided and installed, at no additional cost to the City, when string trimmers are utilized for trimming around the base of trees. The City may allow a sixteen-inch (16") diameter mulch ring around trees to eliminate continual string trimming.

A four-inch (4") barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.

Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.

All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the contractor vacating the work site.

After mowing and edging is completed, all adjacent walkways and gutters shall be swept or blown clean.

Blowing and disposing of grass clippings into the City storm drain system and/or streets shall not be permitted. If found contractor will face liquidating damages as follows;

1st violation$ 1000.00, 2nd violation $ 2000.00, 3rd violation and thereafter $ 3000.00.

C. Turf grass Fertilization

The turf grass shall be continually fertilized a minimum of 3 x per year with additional application if needed, to provide a healthy and vigorously growing turf grass with horticultural acceptable growth and color, as determined by the Parks and Maintenance Director, or his authorized agent.

1. Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Parks and Maintenance Director, or his authorized agent, prior to usage.

2. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

- Location and exact date the fertilizer application will be performed.

- Type of fertilizer and method of application to be used.

3. The Contractor shall immediately irrigate (staff shall be present when irrigating during the day) after each fertilizer application and repair with sod (Dwarf Fescue) any damaged areas due to fertilizer/chemical burn.

4. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

D. Turf grass Renovation

1. Renovation shall consist of aerating, verticutting, thatch removal, over-seeding and top dressing (a minimum of l/8").

2. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any renovation operation. This written document shall include location and exact date the renovation will be performed and type of equipment and materials to be used.

3. Contractors shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.

4. Light verticutting and thatch removal of warm season turf grass (where present) shall be performed between September 30th and October 15th or as directed by the City Representative.

5. Over-seeding shall be performed within two (2) days after verticutting with properly calibrated seeders. Warm season turf grass shall be over-seeded at a rate of ten (10) pounds of seed per 1,000 square feet. A 3 way dwarf type Bermuda grass seed shall be used. Seed tags

shall be provided to the Parks and Maintenance Director, or his authorized agent. Additional over-seeding shall be performed if less than 80% germination occurs within the first month.

6. Top dressing shall be performed using a properly calibrated top dressing machine and seed shall be topped with one-eight inch (1/8") of weed free topper. The topper must be approved by the Parks and Maintenance Director or his authorized agent, and shall not contain steer manure (City reserves the right to provide the topper needed if available and in stock).

7. Reseeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality. If quality does not meet the City acceptance contractor shall replace with sod (Bermuda grass, Dwarf Fescue or equal).

The Parks and Maintenance Director or his authorized agent, will require the use of sod as a replacement material when deemed necessary. The Contractors shall be entitled to the wholesale cost of the sod only, provided the loss of turf grass was not due to the negligence of the Contractor. Sod shall be Bermuda grass or Dwarf Fescue.

E. Aeration

All turf grass shall be aerated four (2) times per year, once every quarter, starting July 1st. Aeration shall be performed with a ride on or a walk behind an aerator machine which has one-half inch (1/2") to one inch (1") in diameter coring tines spaced no more than six inches (6") apart. The machine shall remove cores from the turf to a depth of 4-6”. Dragging or pulverizing of cores is acceptable.

F. Turf grass Irrigation

All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and overspray shall be minimized. Where possible, the turf grass irrigation shall be on a separate program from other plant material irrigation. Turf grass shall be irrigated in a method which promotes deep root growth.

At facilities with softball and baseball infields, Irrigation shall be adjusted so as not to overlap into the infield mix. Any reports of saturated infield mix from irrigation shall be addressed immediately.

38. SHRUB CARE

A. Pruning of Shrubs

Shrubs shall be pruned with sharp pruning tools.

Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.

All pruning cuts shall be one-quarter inch (1/4") above a node (bud). No projections or stubs shall be allowed to remain.

After pruning is completed, all adjacent walkways and gutters shall be left clean. Blowing and disposing of any debris into the Storm Drain system and/or streets shall not be permitted. If found, Contractor will face liquidating damages as follows; 1st violation $ 500.00, 2nd. violation $1000.00, 3rd. violation and thereafter $3000.00 and/or possible cancellation of contracts.

During blooming season, vines shall be trimmed minimally so as not to remove floral display areas.

Pruning shall be done to maintain a well-groomed, natural growth habit, and encourage air movement through shrubs.

The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.

Pruning of roses (except for trailing roses) shall be accomplished using best horticultural practices. The use of hedge shears to prune roses will not be permitted. Roses shall be deadheaded as needed and shall be heavy pruned once per year.

New plantings, once approved by the City Representative, shall take place within a week from the date reported.

B. Shrub Fertilization

Shrubs (including roses) shall be fertilized a minimum of 3x per year or as directed by the Parks and Maintenance Director, his authorized agent with a balanced fertilizer specific for the type of plants. Roses shall be fertilized once following heavy pruning and one additional time per year.

Foliar fertilization may be performed when appropriate and will require the approval of the City Representative.

C. Shrub Irrigation

All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and overspray shall be minimized. Shrubs shall be irrigated in a method which promotes deep root growth.

D. Shrub Replacement

All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same species plant material that existed (unless a disease situation is discovered affecting the species). Shrubs shall be replaced within 7 days after being identified by the contractor or authorized agent. The size of the replacement plant material is to be determined by the authorized agent. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks and Maintenance Director, or his authorized agent.

Substitutions or any plant materials must have prior written approval by the Parks and Maintenance Director, or his authorized agent.

Original plans and specifications may be consulted to determine the correct identification of species.

All shrubs shall be guaranteed to live and remain in a healthy condition for the duration of the contract from the date of installation, inspection and verification by the Parks and Maintenance Director, or his authorized agent.

Soil build-up around the crown of shrubs shall be continuously removed.

E. Vine Maintenance

Vines shall be trimmed as needed to promote upright growth and shall be kept attached and contained on the structure.

All vines shall be trimmed on a as needed basis by the contractor, the standard of the City is to trim vines one block below the top of the wall, the City understands that its vines in some sites are mature and have grown over the top of the wall, the contractor shall only be responsible to

trim the vines that are solicited by our residents and will have to adhere to the standards herby mentioned. No vines will be allowed to grow in newly installed wood fences or wood fence extensions (above the top of the fence or block wall). Vines shall be trimmed tight and follow horticultural standards.

39. GROUNDCOVER CARE

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to, Honeysuckle, Myoporum, Senecio, Rosemary, Lantana, Ivy (spp.) Salvia (spp.)

A. Edging and Trimming of Groundcover

Edging of groundcover areas shall be performed monthly or as needed.

All groundcover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.

All groundcover shall be continually trimmed at the drip line of all shrubs.

All groundcover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the groundcover area as determined by the Parks and Maintenance Director, or his authorized agent. Thinning of groundcover may be required around sprinklers to provide maximum irrigation coverage.

All clippings and trimmings shall be removed from the work site in a legal manner the same day work is performed and prior to the Contractor vacating the work site.

After edging or trimming, the Contractor shall clean all adjacent sidewalks or gutters.

B. Renovation of Groundcover Areas

Groundcover planting shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the Parks and Maintenance Director, or his authorized agent.

C. Replanting of Groundcover Areas

Replanting shall be required to maintain the continuity of the groundcover areas that die back after awarding the contract.

Labor and replacement material costs shall be incurred by the Contractor.

D. Groundcover Irrigation

All groundcover areas shall be adequately irrigated to maintain a healthy and attractive appearance.

Irrigation runoff and overspray shall be minimized.

E. Groundcover Fertilization

The groundcover shall be fertilized during growing season, minimum lx per year, to provide a healthy and vigorously growing ground cover with horticultural acceptable growth and appearance, as determined by the Parks and Maintenance Director, or his authorized agent.

Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one pound (1 lb.) of actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Parks and Maintenance Director, or his authorized agent, prior to usage.

The Contractor shall immediately irrigate after each fertilizer application.

All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and exact date the fertilizer application will be performed, type of fertilizer and method of application to be used.

40. METHOD OF IRRIGATION

If recycled water is being used, it will be the responsibility of the contractor to implement BMP's ("Best Management Practices") to control soil erosion, overspray, ponding and efficient irrigation practices. The use of recycled water shall be limited to the areas designated and approved. The use of recycled water shall not be permitted during the hours of 6:00 AM through 10:00 PM

unless prior approval is received from City Representative. Recycled facility shall be operated in accordance with the best BMP's to prevent direct human consumption and to minimize misting, ponding and runoff. BMP's shall be implemented that will minimize both public contact and discharge onto areas not under contractors control. Contractor shall ensure that the recycled water systems are maintained, operated and repaired at all times in a manner that does not cause illness or injury to any person and in a manner that does not cause damage or injury to the real or personal property of any person or entity. All recycled water sites shall be in compliance with the City of Ontario Utilities Department. Contractor shall be responsible to maintain and replace all items after annual inspection pertaining to proper recycling water designation, items to include but not limited to (head color designation, tags etc...).

A. GENERAL IRRIGATION USES

- All windblown spray and surface runoff of recycled water applied for irrigation onto property not owned or controlled by the discharger or recycled user shall be prevented by implementation of BMP' s.

- Irrigation with recycled water shall be between the hours of 9:00 PM and 6:00 AM to be able to minimize public use of the service area.

- Facilities that might be used by the public, including but not limited to eating surfaces and located within the approved used areas, shall be protected to the maximum extent possible from contact by irrigation with recycled water spray, mist or runoff.

- It is the responsibility of the contractor to communicate to their workers the potential health hazards associated with contact or ingestion of recycled water and shall be educated about proper hygienic practices to protect themselves and their families.

- Workers and public shall not be subjected to recycled water overspray.

- Contractor shall be responsible for the training and certification on recycled water use of any staff assigned to work in the facility.

Irrigation shall be performed by the use of a Central Irrigation System (Calsense), local automated systems or manual sprinkler systems where available and operable. Contractor shall be required to monitor the computer system daily by retrieving alert/reports from the lobby area of the Public Works Agency (1425 S. Bon View Avenue, Ontario, CA.) once per day no later than 9:00 AM, contractor shall sign in every day when picking up paperwork. Completed

alert/reports shall be returned to the City representative within 48 hours. Failure to do so will result in a non-compliance report and will be handled per contract specifications. Returned reports shall be accompanied with a written explanation of the problem and the repair. However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. All areas receiving marginal coverage shall be irrigated by portable irrigation method. The contractor shall furnish all tools/equipment necessary.

41. IRRIGATION INSPECTION

The Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.

Required repairs shall be submitted to the Parks and Maintenance Director, or his authorized agent, in a written statement within two (2) weeks after the start date of the Maintenance Contract. If a written statement, which documents required repairs, is not received by the authorized agent, within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor and will become his sole responsibility to maintain. The City shall review and verify all submitted problems, repairs may be completed by the following methods:

1. Authorized the Contractor to make appropriate repairs at the expense of the City as described in Section 5.

2. Use City forces to make required repairs.

3. Use another source to make required repairs.

Upon completion of such repairs, the Contractor shall sign-off each individual area as being fully operational.

A. The Contractor shall file a monthly statement with his invoice certifying that all irrigation systems are functioning properly. If the Contractor fails to submit this statement, the invoice will be rejected until such date the statement is received.

B. The Contractor shall inspect the operation of the irrigation system on a weekly basis for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.

C. All system malfunctions, damage and obstructions shall be recorded, reported to the Parks and Maintenance Director, or his authorized agent, and corrective action taken.

42. IRRIGATION MAINTENANCE AND REPAIRS

A. The Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:

- Guarantee proper coverage and full working capability.

- Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street rights-of-way or other areas not meant to be irrigated.

B. The Contractor shall repair or replace at no additional cost inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation non pressurized pipes, all manual and automatic valves, filters, basket strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers shall be the same as to removed manufacturer items unless prior approval has been granted by City representative in writing. The contractor shall test all backflows and submit to the City the appropriate test form once completed (contractors' cost). Any device that fails to pass, the contractor shall report to the City for needed repairs and re-inspection.

Maintenance includes, but is not limited, tightening loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads for proper coverage and to avoid irrigating hardscape including softball and baseball infield radius; anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters, replace batteries for battery operated valves and maintain solar operated valves, relocation of irrigation mainline or lateral lines due to tree placements and roots. The Contractor shall be responsible to replace recycle (purple) valve box lids and controller boxes, as needed and or as directed by City Representative. Labor shall be provided at no additional cost to the City.

C. Irrigation repairs shall be made within the following time limits:
Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.
All other irrigation repairs shall be made within one (1) day of identification or notification.

D. Replacement of irrigation components shall match city approved equipment list. Substitutions must be approved by the Parks and Maintenance Director, or his authorized agent, in writing prior to installation.

43. WATER CONSERVATION

The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

The Contractor shall comply with all City of Ontario Ordinances and/or Resolutions, which relate to water conservation.

Failure to comply shall result in an equitable amount deducted from the Contractor's payment.

44. CONTROLLER PROGRAMMING

A. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

Whenever possible, automatic irrigation shall be programmed to operate between the hours of 9:00 P.M. to 8:00 A.M. The Contractor shall be responsible for reprogramming controller during inclement weather to conserve water.

Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential, and the relationship of conditions which affect day and night watering.

Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. Also, the variation in the size of plants, as well as varietal differences must be considered.

The irrigation system will be controlled by the contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf grass.

C. The Contractor, at the request of the Parks and Maintenance Director or his authorized agent, shall submit a copy of the irrigation schedule for each individual controller. This information is to be readily available upon request or available at the controller.

D. All landscape and turf areas shall be irrigated as required maintaining adequate growth and appearance with a schedule most conducive to plant growth.

45. IRRIGATION CONTROLLER

A. The Contractor shall maintain controller as-builts (controller charts) inside each controller cabinet where available.

B. All controller enclosures shall receive a granular chemical application as needed to prevent pest infestation. Any damages resulting from any insect infestation due to failure to apply the chemical shall be repaired/replaced by the contractor (no expense to the City).

C. Controllers and dome antennas shall be inspected and cleaned by the contractor 4 x per year and report damages or maintenance needs.

46. TREE CARE

A. Tree Trimming

The Contractor shall be responsible for all tree under-trimmings, including the removal of palm fronds and flower stalks (if present). All trees are to be under-trimmed to ensure public and vehicle safety or as directed by the Parks and Maintenance Director, or his authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

Contractor shall prune palm trees at no extra cost to the City (dead fronds and flower stalks) annually, removal of fruit (dates) if present shall be done twice per year as designated by the Parks and Maintenance Director or his authorized agent.

Trees shall be pruned at no extra cost to the City on a cycle of once every three years, contractor to create a myOntario App once the trees have been completed under the Tree section and have the City representative inspect them. The contractor shall not leave the site until the work has been completed, approved and released by the City representative.

The Contractor shall notify the Parks and Maintenance Director, or his/her authorized agent, except when pruning is required for public safety. Once all trees are trimmed, a formal (Company letterhead) record of the work performed with time, date, location, type of tree, removal percentage and staff assigned to do the work. Any tree that is not trimmed by the end of 3-year cycle shall be deducted from the final billing of the maintenance contract.

All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is under-trimmed carefully to promote the tree's health and appearance.

All work shall be of the highest quality and performed in accordance with City approved tree trimming standards.

All trees shall be pruned within forty-eight (48) hours upon notification to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the Parks and Maintenance Director or his authorized agent.

All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the City within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.

All sucker growth is to be removed from trees as it occurs.

The Contractor shall maintain all branches which encroach on or over sidewalks at a minimum height of ten feet (10') clearance. The Contractor shall notify the city within 24 hours of any branches encroaching beyond the curb line into the street that cannot be reached with a pole saw.

All branches which encroach over private property, shall be removed as directed.

The Contractor shall not remove or disturb any tree central leader without prior written approval from the Parks and Maintenance Director, or his authorized agent.

The Contractor shall include the removal of 20 trees per year with a DBH not to exceed 20” as part of his bid package and a unit price to perform an individual complete tree trim, and individual tree removal price. Contactor shall create a final work order using myOntario App once the trees have been trimmed, the City representative will inspect once the App has been closed as completed for release.

B. Tree Staking/Guying

The Contractor shall, at no additional cost to the City, stake and tie all trees, which require support. City does not provide stakes and ties. Tree stakes shall be 3” x 10’ wooden lodge poles. Two (2) tree stakes are required per tree.

Guy wires, where required, will be of pliable zinc-coated ten-gauge wire (three ties per tree), and shall have a white PVC sleeve for visibility. Guy wires shall be kept tight enough to promote natural movement of the tree. Contractor shall periodically check the tension in the guy wires.

Trees shall be secured to stakes with cinch ties or equivalent. The Contractor shall not use wire and hose. Stakes shall not be placed closer than eight inches (8") from the tree trunk.

C. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and retied as necessary, to prevent girdling.

D. Tree Replacement

1. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks and Maintenance Director, or his authorized agent.

Where there is a difference in value between the tree damaged by the Contractor and the replacement tree, this difference may be deducted from the Contractor's payment.

In all cases, the value of the trees lost will be determined by the Parks and Maintenance Director, or his authorized agent, using the latest ISA Guide for Plant Appraisal.

2. Unsalvageable downed trees, due to any cause (windstorm etc...), shall be removed, the stump ground to a depth of eighteen inches (18"), the stump grinding debris removed and the hole refilled with compatible topsoil and compacted within 48 hours of identification or notification. If the tree is in the public right-of-way or creating a public hazard, the tree is to be cut back to a 12" stump immediately upon notification and removed. Then within 48 hours, the stump is to be removed and the hole filled with compatible topsoil and compacted. This work shall be considered and EWA and invoiced to the city.

3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a twenty-four (24") box tree and billed as "Additional Work". The Parks and Maintenance Director, or his authorized agent may specify a species of tree for replacement different from the one lost.

E. Tree Irrigation

All trees shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and overspray shall be minimized.

Trees shall be irrigated in a method which promotes deep root growth. The contractor shall provide manual deep watering to those trees that show decline.

47. WEED CONTROL

Weeds are defined in the dictionary as:
“A wild plant growing where it is not wanted and in competition with cultivated plants."
When classified by their gross morphological features, weeds are broken down into three major categories: grasses, sedges, and broadleaf weeds.
Full control of these 3 categories of weeds will be achieved with a combination of selective and non-selective herbicides as well as mechanical removal. **Weeds should not be visible.**
All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, landscape areas, and softball/baseball infields shall be kept free of weeds at all times.

Weed removal shall consist of complete removal of all weeds, including top growth and roots.
Weed control shall be performed as needed.
Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Parks and Maintenance Director, or his authorized agent, may restrict the use of chemical weed control in certain areas.

48. DISEASE AND PEST CONTROL

The Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation. The Contractor shall report any applied treatments within their next monthly billing. The Contractor shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dust or other materials utilized.

Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the Parks and Maintenance Director, or his authorized agent. The Contractor shall utilize all safeguards necessary during disease, snail, insect or rodent control operations to ensure the safety of the public and the employees of the Contractor.

The Contractor shall perform, at their sole expense, the following services:

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License for each chemical used is required prior to chemical application where required by law.

All chemicals requiring a special permit for their use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Parks and Maintenance Director, or his authorized agent, prior to use.

A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Parks and Maintenance Director, or authorized agent, monthly.

49. USE OF CHEMICALS

The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Parks and Maintenance Director or his authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.

The use of chemicals shall conform to the current San Bernardino County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until its use is approved, in writing, by the Parks and Maintenance Director, or his authorized agent as appropriate for the purpose and area proposed.

Required spray equipment will consist of at least one (1) medium spray rig of 100-gallon (minimum) capacity or more and backpack sprayers provided for each crew performing chemical landscape maintenance.

50. TURF BROADLEAF

Control of broadleaf weeds shall include proper notification with chemicals to be used, date, and time to the Parks and Maintenance Director, or his authorized agent. prior to starting date for approval. Frequencies will be twice per year.

51. LITTER

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, broken glass, cans, paper, cardboard, metallic items, feces, leaves, tumbleweeds and other debris on a daily basis.

The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner. The City does not allow any dumping of debris generated by your daily work in City facilities. Illegal dumping picked up by contractors shall be brought up to the City yard for proper disposal. Excessive dumping (above and beyond reasonable) after long holiday weekends and special events shall be reported immediately to the City Representative.

Hazardous waste as well as homeless belongings shall not be picked up. Contractor shall contact City Representative to arrange proper disposal by City forces. A myOntario App service request shall be created to report the hazardous conditions.

52. GRAFFITI

A. The Contractor shall remove any graffiti upon discovery within their contractual areas. Extreme caution shall be placed on areas that get tagged to make sure that they get cleaned up with materials that do not damage the finish product (PVC Vinyl fence) and are biodegradable. Issues of graffiti outside their contractual obligations shall be reported to the Graffiti Hot Line 909-395-2626 or create a service request within the myOntario App

B. Issues of above normal graffiti vandalism within the contractor's contractual area shall be reported to the City representative upon finding. Phone call, text, or creation of a myOntario App service request are acceptable methods of communication to the City Representative. The City reserves the right to request an outside contractor to help with the cleaning or will have the right to request that the contractor performs the work as an additional cost to the City.

C. If graffiti cannot be removed and needs to be painted over, cover up paint shall match existing paint. Graffiti on sidewalks shall be removed with a hot steam pressure washer. Painting of sidewalks over graffiti shall not be allowed.

53. GENERAL

A. Trash Removal

Remove all trash and accumulated debris from the work sites daily. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas and dumpster areas.

B. Policing of Areas

All maintained areas shall be policed based on frequencies.

C. Curb and Gutter Maintenance

The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area monthly. The Contractor is responsible for insuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. Walkway Maintenance

Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.

E. Drain Maintenance

All drains and catch basins shall be kept free of siltation and debris at all times. All V-ditches and drainage areas shall be kept clean and edged weekly by the Contractor. Cleaning of drain basins shall be done monthly, Contractor shall inspect weekly to make sure that grates are secured, if missing, Contractor shall replace at City's expense. Damaged grates due to Contractor's operations shall be replaced at Contractors expense.

F. Removal of Leaves

Accumulation of leaves shall be removed from all designated landscape areas on a monthly basis and under trees once per month or more as needed.

G. Hardscape Power Wash

All concrete areas shall be cleaned using a power washer (hot steam cleaning washer) to remove soda spills, gum and other stains that might be present. The City Representative will make the final determination if the service is needed.

The use of a biodegradable cleaner (soap) is required and permitted. Containment of contaminated soapy water shall be the responsibility of the Contractor.

54. REPAIR AND SERVICE OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition.

The Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration but will be required to replace all improvements damaged by his negligence.

It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated. The contractor shall communicate any improvements needed prior to repairs to the Parks and Maintenance Director or his authorized agent for proper approvals.

55. MULCH

Mulch beds shall be replenished 2 time per year at the Contractor’s cost . The City may provide the mulch if an additional mulching is needed. If City provided, the Contractor will be responsible for loading the mulch at the City yard at 1425 S Bon View.

56. DUMPSTER ENCLOSURES

Dumpster enclosures will be kept weed and debris free. Odors and excessive staining must be addressed by power washing the affected area. Vandalism is reported using the MyOntario app. If locks need to be replaced, please reach out to your Authorized Representative.

57. RODENT CONTROL

All areas shall be maintained free of rodents causing damage to turf, shrubs, and groundcover areas (gophers, squirrels etc.) by using Gophernator or trapping. Any activity that affects holes, mounds, etc. will be raked and backfilled after control.

58. CITY OF ONTARIO myOntario App (FREE)

Contractor shall download the free myOntario App for the purpose of tracking completed specialty tasks (mulching, vandalism, vehicular damage, rose trimming, fertilizations, chemical applications, illegal dumping, hazardous waste, pruning shrubs, downed branches and rodent control, restroom issues). All specialty tasks shall be recorded as a service request using the app order system and shall be reported to the city representative when completed. City staff will close the service request.

NOTICES

Any notice, demand, request, consent, approval, or communication that either Party desires, or is required to give to the other Party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by email followed by mailing of said notice.

Economic Development Sites
MAINTENANCE FREQUENCIES

TURF

Mowing	43 x per year
Edging	43 x per year
Detail	43 x per year
Fertilization	3 x per year
Broadleaf Control (minimum)	2 x per year
Nutsedge Control(minimum)	2 x per year
Aeration	2 x per year
Renovation	1x per year
Over Seeding	As needed
Over Seeding (repairs)	As needed

SHRUBS

Pruning	As needed
Raking Leaves	As needed

ROSES

Pruning (heavy)	1 x per year
Fertilization	2 x per year
Line of site clearance	As needed

VINES

Trimming (To be kept 8” below top of wall)	As needed

TREES

Staking/Guying	As needed
Trimming (ISA standards)	1 x every 3 years
Raking Leaves	As needed
Under Trimming	As needed

IRRIGATION

Service (minimum)	52 x per year
Inspections	52 x per year
Reports	12 x per year

MISCELLANEOUS

Weed Removal	As needed
Weed Control	24 x per year
Rodent Control	As needed
Graffiti Removal	364 x year
Curb and Gutter service	As needed
Trash/Litter	364 x per year
Mulch Replenishing	2x per year

LANDSCAPE MAINTENANCE SERVICES FOR THE ECONOMIC DEVELOPMENT SITES

BID SCHEDULE NO. 1
LANDSCAPE MAINTENANCE CONTRACT PM 2425-03
FISCAL YEAR 2024/2025 to 2026/2027 3 YEAR
CONTRACT

No.	Description	Monthly Cost	Annual Cost
1.	122 W F St.	$	$
2.	117 W F St	$	$
3.	120 W E St.	$	$
4.	221 W E St.	$	$
5.	206 W D St.	$	$
6.	420 N Laurel Ave	$	$
7.	120 W D St.	$	$
8.	418 N Lemon Ave.	$	$
9.	121,123,115 W D St. & 324 N Laurel Ave.	$	$
10.	112,114,126 W C St.	$	$
11.	155,127 E C St. Parking Structure	$	$
12.	- No Bid		
13.	- No Bid		
14.	- No Bid		
15.	- No Bid		
16.	- No Bid		
17.	215 W C St .	$	$
18.	236 N Laurel Ave, 115 W C St.	$	$
19.	216 N Laurel Ave, 0 N Laurel Ave.	$	$
20.	- No Bid		
21.	- No Bid		
22.	207 N Euclid Ave	$	$
23.	0 N Laurel Ave. (South of B St.)	$	$
24.	0 N Laurel Ave. (North of Holt)	$	$
25.	0 W Holt Blvd.	$	$
26.	125 N Euclid Ave.	$	$
27.	121 N Euclid Ave.	$	$
28.	116 E B St., 127 N Lemon (parking lot)	$	$
29.	115,117,123,127 E Holt Blvd.	$	$
30.	118 S Euclid Ave.	$	$
31.	117 W Transit St.	$	$
32.	208, 228 W Emporia (North turf area included)	$	$
33.	125 W Emporia St.	$	$
34.	- No Bid		
35.	212,214,218 E Holt Blvd	$	$
36.	110,114,118,120,126, N Euclid Ave	$	$
37.	Bus Stops	$	$
38.	- No Bid		

39. 1236 E Airport	$	$
40. 4th and Via Piemonte	$	$
41. 708 E Willow	$	$
42. 815 E Woodlawn	$	$
43. 818 E Woodlawn	$	$
44. 0 S Wineville	$	$
45. 502 E Nocta	$	$
46. 133 S Malcom	$	$
47. 1006 E Holt	$	$
48. 217 S Lemon	$	$
49. 122 S Vine	$	$
50. 305 N Mountain	$	$
51. 325 N Mountain	$	$
52. 220 W B St (parking lot)	$	$
53. 315 W D St	$	$
54. 325 W D St	$	$
55. Ontario Sports Complex	$	$
56. APN 21806307 (2600 E Griffith Ct., half circle lot)	$	$
Total	$	$

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 2
LANDSCAPE MAINTENANCE CONTRACT PM 2425-03 FISCAL YEAR 2027/2028 4th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	122 W F St.	$	$
2.	117 W F St	$	$
3.	120 W E St.	$	$
4.	221 W E St.	$	$
5.	206 W D St.	$	$
6.	420 N Laurel Ave	$	$
7.	120 W D St.	$	$
8.	418 N Lemon Ave.	$	$
9.	121,123,115 W D St. & 324 N Laurel Ave.	$	$
10.	112,114,126 W C St.	$	$
11.	155,127 E C St. Parking Structure	$	$
12.	- No Bid		
13.	- No Bid		
14.	- No Bid		
15.	- No Bid		
16.	- No Bid		
17.	215 W C St .	$	$
18.	236 N Laurel Ave, 115 W C St.	$	$
19.	216 N Laurel Ave, 0 N Laurel Ave.	$	$
20.	- No Bid		
21.	- No Bid		
22.	207 N Euclid Ave	$	$
23.	0 N Laurel Ave. (South of B St.)	$	$
24.	0 N Laurel Ave. (North of Holt)	$	$
25.	0 W Holt Blvd.	$	$
26.	125 N Euclid Ave.	$	$
27.	121 N Euclid Ave.	$	$
28.	116 E B St., 127 N Lemon (parking lot)	$	$
29.	115,117,123,127 E Holt Blvd.	$	$
30.	118 S Euclid Ave.	$	$
31.	117 W Transit St.	$	$
32.	208, 228 W Emporia (North turf area included)	$	$
33.	125 W Emporia St.	$	$
34.	- No Bid		
35.	212,214,218 E Holt Blvd	$	$
36.	110,114,118,120,126, N Euclid Ave	$	$
37.	Bus Stops	$	$
38.	- No Bid	$	$
39.	1236 E Airport	$	$
40.	4th and Via Piemonte	$	$
41.	708 E Willow	$	$
42.	815 E Woodlawn	$	$
43.	818 E Woodlawn	$	$
44.	0 S Wineville	$	$
45.	502 E Nocta	$	$
46.	133 S Malcom	$	$
47.	1006 E Holt	$	$

48.	217 S Lemon	$	$
49.	122 S Vine	$	$
50.	305 N Mountain	$	$
51.	325 N Mountain	$	$
52.	220 W B St (parking lot)	$	$
53.	315 W D St	$	$
54.	325 W D St	$	$
55.	Ontario Sports Complex	$	$
56.	APN 21806307 (2600 E Griffith Ct., half circle lot)	$	$
	Total	$	$

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

BID SCHEDULE NO. 3
LANDSCAPE MAINTENANCE CONTRACT PM 2425-03 FISCAL YEAR 2028/2029 5th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	122 W F St.	$	$
2.	117 W F St	$	$
3.	120 W E St.	$	$
4.	221 W E St.	$	$
5.	206 W D St.	$	$
6.	420 N Laurel Ave	$	$
7.	120 W D St.	$	$
8.	418 N Lemon Ave.	$	$
9.	121,123,115 W D St. & 324 N Laurel Ave.	$	$
10.	112,114,126 W C St.	$	$
11.	155,127 E C St. Parking Structure	$	$
12.	- No Bid		
13.	- No Bid		
14.	- No Bid		
15.	- No Bid		
16.	- No Bid		
17.	215 W C St .	$	$
18.	236 N Laurel Ave, 115 W C St.	$	$
19.	216 N Laurel Ave, 0 N Laurel Ave.	$	$
20.	- No Bid		
21.	- No Bid		
22.	207 N Euclid Ave	$	$
23.	0 N Laurel Ave. (South of B St.)	$	$
24.	0 N Laurel Ave. (North of Holt)	$	$
25.	0 W Holt Blvd.	$	$
26.	125 N Euclid Ave.	$	$
27.	121 N Euclid Ave.	$	$
28.	116 E B St., 127 N Lemon (parking lot)	$	$
29.	115,117,123,127 E Holt Blvd.	$	$
30.	118 S Euclid Ave.	$	$
31.	117 W Transit St.	$	$
32.	208, 228 W Emporia (North turf area included)	$	$
33.	125 W Emporia St.	$	$
34.	- No Bid		
35.	212,214,218 E Holt Blvd	$	$
36.	110,114,118,120,126, N Euclid Ave	$	$
37.	Bus Stops		
38.	- No Bid		
39.	1236 E Airport	$	$
40.	4th and Via Piemonte	$	$
41.	708 E Willow	$	$
42.	815 E Woodlawn	$	$
43.	818 E Woodlawn	$	$

44. S Wineville	$	$
45. 502 E Nocta	$	$
46. 133 S Malcom	$	$
47. 1006 E Holt	$	$
48. 217 S Lemon	$	$
49. 122 S Vine	$	$
50. 305 N Mountain	$	$
51. 325 N Mountain	$	$
52. 220 W B St (parking lot)	$	$
53. 315 W D St	$	$
54. 325 W D St	$	$
55. Ontario Sports Complex	$	$
56. APN 21806307 (2600 E Griffith Ct., half circle lot)	$	$
Total	$	$

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

EXHIBIT "B"

SCHEDULE OF SERVICES

JULY 1, 2024 - JUNE 30, 2027

EXHIBIT "C"

COMPENSATION

NOT TO EXCEED $592,200

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Priority Landscape Services, LLC.** , a **CORPORATION, LIMITED LIABILITY COMPANY,** with its principal place of business at **1524 West Mable Street, Anaheim, CA 92802** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape Maintenance for the Housing and Gas Tax Funded Sites** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Landscape Maintenance for the Housing and Gas Tax Funded Sites PM 2425-04** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2027**, unless earlier terminated as provided herein. Contractor shall complete the Services within

the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Seventy-Five Thousand Five Hundred Dollars ($175,500**) without written approval of City's City Manager Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations

respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Philip Marino, Urban Forestry Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Michael Rocha, Regional Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to

the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Eighty Dollars with Zero Cents ($80**) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and

policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Priority Landscape Services, LLC.
1524 West Mable Street
Anaheim, CA 92802
Attn: Michael Rocha, Regional Manager

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Philip Marino, Urban Forestry Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PRIORITY LANDSCAPE SERVICES, LLC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

PRIORITY LANDSCAPE SERVICES, LLC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

A. The intent of this Agreement is to secure a contractor(s) who shall provide Landscape Maintenance Services for the Housing and Gas Tax Sites. PM 2425-04.

B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance and repairs as set forth in this Agreement.

C. All Work shall be done in a professional, thorough, and workman like manner to the satisfaction of the Parks and Maintenance Director, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall always be maintained at the level of service provided for in these specifications. The Contractor shall have the duty to provide complete landscape maintenance of all the project areas, including, but not limited to, the following: Fertilize, under-trim trees and shape shrubs, trim ground cover areas, mow, and edge turf grass areas. Consistently maintain the project areas with horticulturally acceptable growth and color. Consistently maintain the project areas to be devoid of weeds. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter and street. Consistently maintain the project areas to be devoid of diseases, rodents and pests. Consistently maintain the project areas to be devoid of litter. Consistently maintain the project areas to be devoid of safety hazards. Consistently maintain the project areas to be devoid of unsafe walkways. Consistently maintain the project areas to be devoid of blocked drainage systems. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems. Consistently maintain the project areas to be devoid of graffiti and paper like signs. Program, monitor, adjust and maintain all irrigation system clocks, and perform extra work as directed and approved.

E. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

F. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited

to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.

2. WORK SITE

Work sites may include parks, medians, trails, weed abatement areas, and parkways.

The City reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any changes result in an increase or reduction in square footage maintained. Compensation shall be based on a-per unit cost (bid schedule form submitted) of work completed.

3. LENGTH OF CONTRACT

This **PRIMARY** contract shall begin **July 1, 2024 and shall terminate on June 30, 2027.**

The **FIRST** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2027, through June 30, 2028,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

The **SECOND** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2028, through June 30, 2029,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

All optional extensions of the contract are subject to approval by the City Manager, or his authorized agent and are contingent upon funding and performance by the Contractor.

4. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Parks and Maintenance Director, or his authorized agent, is intended unless otherwise stated.

The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by the City of Ontario, Parks and Maintenance Director, or his/her authorized agent and working under this contract.

The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

The use of the words "his" or "him" shall be construed to mean either gender, as appropriate. The use of the words " Parks and Maintenance Director " shall be construed to mean either the Parks and Maintenance Director or his authorized agent(s).

The words "City working day" refers to Monday-Friday, 6:30 a.m. to 4:00 p.m.

5. VANDALISM/THEFT/DAMAGE

Contractor shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft, vandalism or mysterious damages that do not result from the performance of the Contractor.

In the case of vandalism to the maintained areas (Damage by Unknown Circumstances), Contractor shall notify the City within 24 hours using the free myOntario App. Graffiti will be entered under the “graffiti “Tab. All other Vandalism will be entered under the “Parks” Tab. In addition, EXCEPT in the case of graffiti, a text or email must be sent to the City’s Representative within 24 Hours detailing the Vandalism.

The use of red "Danger" tape shall be used when an area is unsafe for the public by the end of workday.

The repairs shall be made within 24 hours of receiving a notice to proceed by text or email. At no time shall damage by unknown sources remain unrepaired for a period exceeding 72 hours.

Additional compensation will be provided only for costs that are directly related to the theft and/or vandalism.

The following conditions shall be met prior to the Contractor being reimbursed for "Damage by Unknown Circumstances".

6. VANDALISM/THEFT/DAMAGE BIDS

Contractor shall submit an itemized EWA (Extra Work Authorization) within 24 hours to the City's Representative. Contractor shall secure written authorization for the repairs by the Parks and Maintenance Director, or his authorized agent within twenty-four (24) hours by e- mail or text. For emergencies regarding public safety, a verbal or text approval by the Parks and Maintenance Director, or his authorized agents, may be obtained.

7. COMPLETION OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Work is to commence within twenty-four (24) hours after receiving City approval.

B. The work shall be inspected and released as complete by the City representative, and then invoiced as specified in section (8).

8. INVOICING OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Contractor shall submit on business letterhead, a photocopy of the original EWA describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs. The cost estimate for additional work shall consist of the following elements: **Base cost of labor plus Fifteen percent (15%) for overhead and profit. Actual cost of materials plus fifteen percent (15%) for overhead and profit.** City reserves the right to ask for payroll records and vendor invoice if discrepancies on the bid exist. Materials may be provided by the City of Ontario.

B. Contractor shall submit a copy of a report filed with the City of Ontario Police Department, which relates to the specific incident if required by the Parks and Maintenance Director or his authorized agent.

9. ADDITIONAL (EXTRA) WORK (EXTRA WORK AUTHORIZATION or EWA)

A. The Parks and Maintenance Director, or his authorized agent, may, at his discretion, authorize the Contractors to perform additional work. Additional work (work not related to "Damages by Unknown Circumstances") shall be defined as work not included in this Agreement.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work as stated. No work shall commence

without written authorization from the Parks and Maintenance Director, or his authorized agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Parks and Maintenance Director, or his authorized agent may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Parks and Maintenance Director, or his authorized agent, for approval.

C. The cost estimate for additional work shall consist of the following elements:

Base cost of labor plus fifteen percent (15%) for overhead and profit.

Actual cost of materials plus fifteen percent (15%) for overhead and profit (invoice from vendor shall be attached to each invoice turned in for payment).

City reserves the right to ask for payroll records. Materials may be provided by the City of Ontario.

D. Written authorization from the Parks and Maintenance Director, or his authorized agent, shall be by the issuance of a change order or signed bid. This change order or signed bid shall be considered an amendment to this Agreement and approved by the Parks and Maintenance Director, or his authorized agent, and Contractor.

E. All additional work shall commence on the agreed date and shall diligently proceed until completion. Contractor could use the labor force assigned to the contractual maintenance tasks to perform additional work if prior approval has been granted by the City representative.

F. Upon completion of the additional work, the Parks and Maintenance Director, or his authorized agent, shall be notified so that the work may be verified.

G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials and a copy of signed bid. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.

H. The City of Ontario reserves the right to repair or contract with a third Party to perform such additional work (if bids are not received within 72 hours of official request and or if the proposed costs do not concur with contractor's labor rates and cost of materials)

10. CONTRACTOR LIABILITY

A. All damage to existing improvements located within areas and adjacent to areas under construction, which in the opinion of the Parks and Maintenance Director, or his authorized agent, are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with exact (existing) materials and in an approved manner.

B. Such repairs or replacements shall be performed by the Contractor at no cost to the City and shall be accomplished as directed by the Parks and Maintenance Director or his/her authorized agent. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payments in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces, or another source.

C. Irrigation damage shall be repaired or replaced within the following time limits: Irrigation entities such as, but not limited to, (risers, heads, backflow device and cages, controllers, basket strainers, pressure regulators, irrigation wires and valves, valve boxes, irrigation pumps, ET gagues, rain buckets, antennas, flow sensors, and landscape lighting equipment) that are damaged during regular routine maintenance and become non- functional or non-efficient shall be replaced immediately. Mainline irrigation breaks shall be repaired within two (2) hours of being notified. All other irrigation repair and/or replacement shall be completed within 24 hours of being notified. (In the event that the mainline repairs require specialized parts and or materials, the contractor shall be responsible to request from the City additional time to complete the repair/s)

D. All damage to turf grass, groundcover, shrubs or trees, shall be repaired or replaced within three (3) working days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of bermudagrass sod or seeded with warm season seed and topper added. Damage to groundcover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Parks and Maintenance Director, or his authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the damage is severe, the shrub (in its entirety) shall be removed and replaced with a similar variety and size.

E. Damage to trees shall be repaired in the following manner:

Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist. If the damage results in the loss of the tree, or, if in the opinion of the Parks and Maintenance Director or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life. All work shall be inspected, verified, and completed to the satisfaction of the Parks and Maintenance Director, or his authorized agent.

11. INSPECTION/DRIVE

The City and an appointed representative of the Contractor shall conduct a once a month walkthrough to inspect each individual work area. It is the responsibility of the Contractor to set up the inspection time(s) five (5) working days prior to the walkthrough/inspection. It is a requirement that a six to twelve (6-12) month master calendar be set up within 30 days of the award of the contract to insure coordinated dates of inspection. This inspection is to ensure adequacy of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in the manner prior to invoicing and payment.

12. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Maintenance Director, or his authorized agent, shall be notified immediately using the myOntario App, as well as text or phone call, of any unsafe condition that requires major correction.

The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, diverting water sheet flow, using barricades, danger tape or traffic cones to alert persons of the existence of hazards and replacing valve box covers so as to protect all persons from injury.

The Contractor shall inspect all work sites for hazards, or potential hazards in the contractual areas daily.

During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall immediately contact the City representative (either e-mail or text) indicating the condition, date, and the area that was inspected and a work order should be created using the myOntario App.

The Contractor shall cooperate fully with the City of Ontario in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Maintenance Director within three (3) days following the occurrence.

13. REMOVING OBSTRUCTION AND MAINTENANCE OF EXISTING IMPROVEMENTS

Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and turf grass. Unless otherwise indicated in the contract documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by them during the progress of the work, provided, that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated 1) for the cost of locating and repairing damage to main or trunk line utility facilities located on the job site, not due to the failure of the Contractor or exercise reasonable care; 2) for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and 3) for the operation cost for equipment on the project necessarily idled such work.

At least two (2) working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert at (800) 422-4133 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

14. CONTRACTOR STAFF

The contractor shall provide the manpower as a minimum staffing requirement to comply with the performance of the landscape/irrigation maintenance specifications and requirements of the site.

The Contractor shall furnish one (1) supervisor with a minimum of 5 years of landscape and irrigation maintenance experience and sufficient supervisory and working personnel capable of promptly accomplishing all tasks on schedule, to the satisfaction of the Parks and Maintenance Director, or his authorized agent, all work required under this contract during the prescribed hours (6:30 AM to 4:00 pm). **Staffing shall be as needed plus any additional workforce to complete the maintenance/construction tasks required on the frequency page.** Payment will be based upon completed, acceptable work, Irrigation technician and spray technician to be provided as needed (personnel needs do not address the alternates per bid forms). Incomplete or unacceptable work will result in a delay or reduction of billing payment.

The Contractor shall have a competent supervisor, who is capable of communicate effectively both in written and oral English and discuss matters pertaining to this contract. Supervisor must be able to demonstrate to the satisfaction of the Parks and Maintenance Director, or his authorized agent, that they possess an adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high-quality work, which will be acceptable to the Parks and Maintenance Director or his authorized agent.

Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. The contractor shall use the free myOntario App. The use of a Smart phone will be required.

The contractor shall provide the minimum staffing requirements to comply with the performance of the landscape maintenance specifications and requirements of the site. Personnel shall be on site ready to work no later than 6:30am.

The Contractor, and their employees, shall always conduct themselves in a proper and efficient manner and shall cause the least possible annoyance to the public. The Parks and Maintenance Director or his authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Ontario.

The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and always buttoned; safety vests "Type II" are required when indicated by the Work Area Traffic Control Handbook, the Parks and Maintenance Director or his authorized agent.

The Contractor shall establish an identification system for personnel assigned to the maintenance/construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction/maintenance work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.

Contractor shall be responsible for traffic control (where needed) and shall be done per "WATCH" standards. Failure to comply with proper "WATCH" standards shall result in stoppage of all work until the proper traffic control is set up and could result in a fine. 1st violation $500.00, 2nd. Violation $ 1000.00, 3rd. violation and thereafter $ 3000.00 and/or possible cancellation of contract.

Inclement Weather

During inclement weather, (rainstorms, windstorms etc.) the contractor shall be required to contact the City representative prior to 7:00 am to receive clear direction of their assignments for the day. A minimum of two staff members shall be at the disposition of the City.

15. LOCAL OFFICE

A. The Contractor shall maintain an office with a telephone and provide at all times the following:

A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Parks and Maintenance Director, or his authorized agent. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hour after receipt of said communication. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Ontario.

B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through a landline or cellular telephone communication. This will allow the city to access the contractor at any time during City working hours.

16. STORAGE FACILITIES

The City of Ontario will not be providing storage facilities throughout the duration of this contract.

A. SIGNS

Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Parks and Maintenance Director, or his authorized agent.

Contractor shall, always, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

17. LOCK AND KEYS

A. Where City of Ontario locks and keys are required as part of this contract, the Contractor shall:

Not duplicate any coded City key furnished by the city.

Surrender all keys furnished by the Parks and Maintenance Director or his authorized agent promptly at the end of the contract period, or at any time-deemed necessary by the Parks and Maintenance Director, or his authorized agent, to prevent loss to the City of Ontario.

Protect the security of City property by keeping controller cabinets and enclosure doors always locked.

Contact the City immediately if a security lock is non-functional and needs repair. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Parks and Maintenance Director or his authorized agent. In the event that the contractor staff who has been assigned keys to the facilities resigns from his position, it is the

sole responsibility of the contractor to retrieve the keys assigned to such staff member and return to the City.

18. UTILITIES

The City of Ontario shall pay for the maintenance related to water and electrical utilities.

When needed, water usage shall not exceed the budgeted amount to comply with the City Water Conservation efforts. A water budget may be provided by the City and shall be reviewed and adhered to by the Contractor. Water budget shall be approved by the Parks and Maintenance Director, or his authorized agent.

The Contractor may be charged for all excessive utility usage (using the current utility rate) due to the contractor's failure to manage and or monitor irrigation system malfunctions or unauthorized increases in water usage. The excess cost will be determined by comparing the current utility usage with historical usage data for the same period.

The excess cost factor shall be deducted from payments to the Contractor. However, the Contractor will be allowed three (3) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question. A final determination (after review of Contractor's explanation) of the deduction will be assessed by the Parks and Maintenance Director or his authorized agent.

19. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

20. PARKING

A. The Contractor shall park their vehicles and equipment within designated parking areas or in such a location to ensure normal vehicular traffic.

B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA. Failure to perform proper traffic control will result in a formal warning (first time), deduction of $500.00 per instance after formal warning has been given and contractor fails to comply.

21. EMERGENCY CALLS

A. The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Parks and Maintenance Director or his authorized agent, shall be referred to the worksite Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

22. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these general conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. Submission of an EWA and approval by the Parks and Maintenance Director, or his authorized agent will be necessary. The Contractor shall be compensated for extraordinary work as defined in Section 9.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a City Representative is still at the site when the work site contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the City Representative. If the repair will take only a few minutes, the City Representative may stay to continue to direct traffic while the Contractor makes the repairs. If the repair will take longer than the City Representative

can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

D. An emergency may be called by the following individuals or agencies at anytime for extraordinary services involving repair work:

1. City Manager
2. Police Department
3. Fire Department
4. Parks and Maintenance Director

E. The following emergency phone numbers are listed for the convenience of the Contractors:

Fire Department (Dispatch)	(909) 983-5911
Fire Department (Emergency)	911
Police Department (Dispatch)	(909) 986-6711
Police Department (Emergency)	911
Southern California Edison	(800) 655-4555
Southern California Gas	(800) 427-2200
Dig Alert	(800) 422-4133

23. REPORTING DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Parks and Maintenance Director, or his authorized agent.

24. COMPENSATION FOR ROUTINE MAINTENANCE

The City shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement.

25. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Parks and Maintenance Director approval or his authorized agent's approval, additional landscape areas that the city adds to this contract. If notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be prorated from the day the Contractor is notified to start maintenance. The City may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

26. DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Parks and Maintenance Director, or his authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

27. MINOR MODIFICATION

The Parks and Maintenance Director, or his authorized agent, may modify these specifications with the joint approval of the Contractor.

28. CONTRACTOR NON-COMPLIANCE

If the Parks and Maintenance Director, or his authorized agent, determines that there are deficiencies in the performance of this Agreement, the Parks and Maintenance Director, or his authorized agent, will provide a written inspection notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Parks and Maintenance Director, or his authorized agent, to correct the specified deficiencies but not to exceed five 5 working days from the day of the inspection punch list. If the site(s) show obvious signs of non-performance, the Parks and Maintenance Director, or his authorized agent shall have the ability to immediately enforce partial or full deduction for the site in question. Should the Contractor fail to correct all deficiencies within the stated time frame, the Parks and Maintenance Director, or his authorized agent, may exercise the following measures:

A. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead and impose a deficiency deduction.

B. Withhold the entire or partial payment.

C. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead. The Parks and Maintenance Director, or his authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to the provisions of Section 3.3, Contract Documents and Section 28 (B), in event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Ontario may immediately terminate this Agreement. If the contractor requires extra time to complete the deficiency list due to materials/parts shortage, the contractor shall request in writing only the time needed to be added and the reasons why. The City representative will review the request and shall respond to the contractor in writing of the decision made. Contractor shall present the request for extension within the first five (5) working days of the deficiency list.

29. PAYMENTS WITHHELD

The city may withhold entire or partial payment for reasons as follows:

A. Work required in the specifications, which is defective, incomplete, or not performed. Claims filed or reasonable evidence indicating probable filing of claims.
B. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor. A reasonable doubt that the contract cannot be completed for the remaining balance.
C. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Parks and Maintenance Director, or his authorized agent, which is/are incomplete or not performed.

30. WITHHELD CONTRACT FUNDS

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor

shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300. One definition of just cause for immediate contract termination is, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the contract cannot or will not be completed by the Contractor in its entirety. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

If the Contractor fails to meet the specifications of this contract for any fifteen (15) consecutive or non-consecutive days, the Parks and Maintenance Director, or his authorized agent, may at his option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

31. COMPLAINTS FROM CITY

The Contractor shall maintain an on-the-job a written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The on-the-job log of complaints shall be available upon request from the City Representative. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Parks and Maintenance Director, or his authorized agent. If any complaint is not abated within 24 hours, the Parks and Maintenance Director, or his authorized agent, shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Parks and Maintenance Director or his authorized agent, within four (4) City working days.

If the complaints are not abated within the time specified, or to the satisfaction of the Parks and Maintenance Director or his authorized agent, the Parks and Maintenance Director, or his authorized agent, may correct the specific complaint and the total cost incurred by the City of Ontario shall be deducted and forfeited from the payments owing to the Contractor from the City of Ontario.

32. CONTRACTOR IS AN INDEPENDENT CONTRACTOR, INDEMNIFICATION

Contractor shall act under the contract as an Independent Contractor thorough the City of Ontario and will not be an agent, or employee of the City. Contractor shall not represent or otherwise hold out itself, or any of its subcontractors, directors, officers, partners, employees, or

agents, to be an agent or employee of the City. Contractors shall indemnify and otherwise hold harmless the City, its officials, officers, directors, employees, agents and other representatives, from all liability, loss, or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor, or of any of its subcontractors, directors, officers, partners, employees, or agents in the course of, or in connection with the Contractor's performance under the contract. The Parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

33. SUBCONTRACTOR/ASSIGNMENT OF CONTRACT

Reference is hereby made to the provisions of The Subletting and Subcontracting Fair Practices Act (Government Code Sections 4100, et. seq.), which are incorporated herein and made a part hereof by this reference.

A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the City before the subcontractor begins work. Each subcontract shall contain a reference to this agreement between the City and the Contractor, and the terms of that agreement between the City and the Contractor and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontractor shall provide for its annulment by the Contractor at the order of the City, if, in the City's opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work. Nothing herein contained shall create any contractual relation between any subcontractor and the City or relieve the Contractor of any liability or obligation hereunder.

Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights of interests in or to the same or any part hereof, without the previous consent in writing of the Parks and Maintenance Director, or his authorized agent. If the Contractor, without such previous written consent assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall there upon be relieved and discharged from all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any

part thereof unless authorized by the written consent of the Parks and Maintenance Director, or his authorized agent.

34. COMPLIANCE WITH THE LAW

Contractor agrees that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the county of San Bernardino, the City of Ontario and any other political entity having jurisdiction over the activities of the Contractors. The Contractor State License Board for the State of California has administratively determined in writing that a C-27 Contractor License is required to provide the service as set forth in the contract and specifications. Therefore, each bidder will be required to hold a valid C-27 Contractor License.

35. PAYROLL

Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.

The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.

Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

36. LABOR STRIKE

It shall be the responsibility of each contractor to provide continuous contractual services, without any interruption.
In case of any labor strikes, the Contractor shall provide other means, as its own cost, to provide a comparable continuous contractual service as if there were no strike.
Failing to do so will cause the Parks and Maintenance Director, or his authorized agent, to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

37. TURF GRASS CARE (Where Applicable)

A. Turf grass Mowing:

The Contractor shall mow all turf grass with adequately sharpened rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
All cool season turf grasses shall be cut with a power driven rotary mower at a two inch (2") height from November to February and at two and half inches(2 1/2'.') from March to October.

Turf grass mowing heights may be adjusted by the Parks and Maintenance Director, or his authorized agent, during periods of turf grass renovation.

Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

The Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance contract. This mowing schedule shall be approved by the Parks and Maintenance Director, or his authorized agent. Any alteration of the approved mowing schedule shall be submitted in writing to the Parks and Maintenance Director or his authorized agent, for approval prior to implementation.

B. Turf Grass Edging and Trimming:

Turf grass edging and trimming shall be performed per frequency schedule at the time of mowing.

Edging of turf grass shall be performed with a power edger containing a steel blade, the use of string trimmers (weed-eater) to edge turf areas is not a practice acceptable to the City. The use of a stick edger is acceptable.

All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.

Where facilities include a softball or baseball field, the infield radius shall be edged regularly to keep radius clearly defined. Grass and weeds shall not encroach into the infield and shall be treated/removed immediately.

Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.

Tree trunk protectors shall be provided and installed, at no additional cost to the City, when string trimmers are utilized for trimming around the base of trees. The City may allow a sixteen inch (16") diameter mulch ring around trees to eliminate continual string trimming.

A four-inch (4") barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.

Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.

All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the contractor vacating the work site.

After mowing and edging is completed, all adjacent walkways and gutters shall be swept or blown clean.

Blowing and disposing of grass clippings into the City storm drain system and/or streets shall not be permitted. If found contractor will face liquidating damages as follows;

1st violation$ 1000.00, 2nd violation $ 2000.00, 3rd violation and thereafter $ 3000.00.

C. Turf grass Fertilization

The turf grass shall be continually fertilized a minimum of 3 x per year with additional application if needed, to provide a healthy and vigorously growing turf grass with horticultural acceptable growth and color, as determined by the Parks and Maintenance Director, or his authorized agent.

1. Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Any change in the

fertilizer ratio and/or rate shall be submitted in writing and approved by the Parks and Maintenance Director, or his authorized agent, prior to usage.

2. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

- Location and exact date the fertilizer application will be performed.

- Type of fertilizer and method of application to be used.

3. The Contractor shall immediately irrigate (staff shall be present when irrigating during the day) after each fertilizer application and repair with sod (Dwarf Fescue) any damaged areas due to fertilizer/chemical burn.

4. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

D. Turf grass Renovation

1. Renovation shall consist of aerating, verticutting, thatch removal, over-seeding and top dressing (a minimum of l/8").

2. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any renovation operation. This written document shall include location and exact date the renovation will be performed and type of equipment and materials to be used.

3. Contractors shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.

4. Light verticutting and thatch removal of warm season turf grass (where present) shall be performed between September 30th and October 15th or as directed by the City Representative.

5. Over-seeding shall be performed within two (2) days after verticutting with properly calibrated seeders. Warm season turf grass shall be over-seeded at a rate of ten (10) pounds of seed per 1,000 square feet. A 3 way dwarf type Bermuda grass seed shall be used. Seed tags shall be provided to the Parks and Maintenance Director, or his authorized agent. Additional over-seeding shall be performed if less than 80% germination occurs within the first month.

6. Top dressing shall be performed using a properly calibrated top dressing machine and seed shall be topped with one-eight inch (1/8") of weed free topper. The topper must be approved by the Parks and Maintenance Director or his authorized agent, and shall not contain steer manure (City reserves the right to provide the topper needed if available and in stock).

7. Reseeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality. If quality does not meet the City acceptance contractor shall replace with sod (Bermuda grass, Dwarf Fescue or equal).

The Parks and Maintenance Director or his authorized agent, will require the use of sod as a replacement material when deemed necessary. The Contractors shall be entitled to the wholesale cost of the sod only, provided the loss of turf grass was not due to the negligence of the Contractor. Sod shall be Bermuda grass or Dwarf Fescue.

E. Aeration

All turf grass shall be aerated four (2) times per year, once every quarter, starting July 1st. Aeration shall be performed with a ride on or a walk behind aerator machine which has one-half inch (1/2") to one inch (1") in diameter coring tines spaced no more than six inches (6") apart. The machine shall remove cores from the turf to a depth of 4-6”. Dragging or pulverizing of cores is acceptable.

F. Turf grass Irrigation

All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Where possible, the turf grass irrigation shall be on a separate program from other plant material irrigation. Turf grass shall be irrigated in a method which promotes deep root growth.

At facilities with softball and baseball infields, Irrigation shall be adjusted so as not to overlap into the infield mix. Any reports of saturated infield mix from irrigation shall be addressed immediately.

38. SHRUB CARE

A. Pruning of Shrubs

Shrubs shall be pruned with sharp pruning tools.

Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.

All pruning cuts shall be one-quarter inch (1/4") above a node (bud). No projections or stubs shall be allowed to remain.

After pruning is completed, all adjacent walkways and gutters shall be left clean. Blowing and disposing of any debris into the Storm Drain system and/or streets shall not be permitted. If found, Contractor will face liquidating damages as follows; 1st violation $ 500.00, 2nd. violation $1000.00, 3rd. violation and thereafter $3000.00 and/or possible cancellation of contracts.

During blooming season, vines shall be trimmed minimally so as not to remove floral display areas.

Pruning shall be done to maintain a well-groomed, natural growth habit, and encourage air movement through shrubs.

The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.

Pruning of roses (except for trailing roses) shall be accomplished using best horticultural practices. The use of hedge shears to prune roses will not be permitted. Roses shall be deadheaded as needed and shall be heavy pruned once per year.

New plantings, once approved by the City Representative, shall take place within a week from the date reported.

B. Shrub Fertilization

Shrubs (including roses) shall be fertilized a minimum of 3x per year or as directed by the Parks and Maintenance Director his authorized agent with a balanced fertilizer specific for the type of plants. Roses shall be fertilized once following heavy pruning and one additional time per year.

Foliar fertilization may be performed when appropriate and will require the approval of the City Representative.

C. Shrub Irrigation

All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Shrubs shall be irrigated in a method, which promotes deep root growth.

D. Shrub Replacement

All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same species plant material that existed (unless a disease situation is discovered affecting the specie). Shrubs shall be replaced within 7 days after being identified by the contractor or authorized agent. Size of the replacement plant material is to be determined by the authorized agent. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks and Maintenance Director, or his authorized agent.

Substitutions or any plant materials must have prior written approval by the Parks and Maintenance Director, or his authorized agent.

Original plans and specifications may be consulted to determine correct identification of species.

All shrubs shall be guaranteed to live and remain in a healthy condition for the duration of the contract from the date of installation, inspection and verification by the Parks and Maintenance Director, or his authorized agent.

Soil build-up around the crown of shrubs shall be continuously removed.

E. Vine Maintenance

Vines shall be trimmed as needed to promote upright growth and shall be kept attached and contained on the structure.

All vines shall be trimmed on a as needed basis by the contractor, the standard of the City is to trim vines one block below the top of the wall, the City understands that its vines in some sites are mature and have grown over the top of the wall, the contractor shall only be responsible to trim the vines that are solicited by our residents and will have to adhere to the standards herby mentioned. No vines will be allowed to grow in newly installed wood fences or wood fence

extensions (above the top of the fence or block wall). Vines shall be trimmed tight and follow horticultural standards.

39. GROUNDCOVER CARE

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to, Honeysuckle, Myoporum, Senecio, Rosemary, Lantana, Ivy (spp.) Salvia (spp.)

A. Edging and Trimming of Groundcover

Edging of groundcover areas shall be performed monthly or as needed.

All groundcover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.

All groundcover shall be continually trimmed at the drip line of all shrubs.

All groundcover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the groundcover area as determined by the Parks and Maintenance Director, or his authorized agent. Thinning of groundcover may be required around sprinklers to provide maximum irrigation coverage.

All clippings and trimmings shall be removed from the work site in a legal manner the same day work is performed and prior to the Contractor vacating the work site.

After edging or trimming, the Contractor shall clean all adjacent sidewalks or gutters.

B. Renovation of Groundcover Areas

Groundcover planting shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the Parks and Maintenance Director, or his authorized agent.

C. Replanting of Groundcover Areas

Replanting shall be required to maintain the continuity of the groundcover areas that die back after awarding the contract.

Labor and replacement material costs shall be incurred by the Contractor.

D. Groundcover Irrigation

All groundcover areas shall be adequately irrigated to maintain a healthy and attractive appearance.

Irrigation runoff and overspray shall be minimized.

E. Groundcover Fertilization

The groundcover shall be fertilized during growing season, minimum lx per year, to provide a healthy and vigorously growing ground cover with horticultural acceptable growth and appearance, as determined by the Parks and Maintenance Director, or his authorized agent.

Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one pound (1 lb.) of actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Parks and Maintenance Director, or his authorized agent, prior to usage.

The Contractor shall immediately irrigate after each fertilizer application.

All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and exact date the fertilizer application will be performed, type of fertilizer and method of application to be used.

40. METHOD OF IRRIGATION

If recycled water is being used, it will be the responsibility of the contractor to implement BMP's ("Best Management Practices") to control soil erosion, over spray, ponding and efficient irrigation practices. The use of recycled water shall be limited to the areas designated and approved. The use of recycled water shall not be permitted during the hours of 6:00 AM through 10:00 PM unless prior approval is received from City Representative. Recycled facility shall be operated in accordance with the best BMP's to prevent direct human consumption and to minimize misting, ponding and runoff. BMP's shall be implemented that will minimize both public

contact and discharge onto areas not under contractors control. Contractor shall ensure that the recycled water systems are maintained, operated and repaired at all times in a manner that does not cause illness or injury to any person and in a manner that does not cause damage or injury to the real or personal property of any person or entity. All recycled water sites shall be in compliance with the City of Ontario Utilities Department. Contractor shall be responsible to maintain and replace all items after annual inspection pertaining to proper recycling water designation, items to include but not limited to (head color designation, tags etc...).

A. GENERAL IRRIGATION USES

- All windblown spray and surface runoff of recycled water applied for irrigation onto property not owned or controlled by the discharger or recycled user shall be prevented by implementation of BMP' s.

- Irrigation with recycled water shall be between the hours of 9:00 PM and 6:00 AM to be able to minimize public use of the service area.

- Facilities that might be used by the public, including but not limited to eating surfaces and located within the approved used areas, shall be protected to the maximum extent possible from contact by irrigation with recycled water spray, mist or runoff.

- It is the responsibility of the contractor to communicate to their workers the potential health hazards associated with contact or ingestion of recycled water and shall be educated about proper hygienic practices to protect themselves and their families.

- Workers and public shall not be subjected to recycled water overspray.

- Contractor shall be responsible for the training and certification on recycled water use of any staff assigned to work in the facility.

Irrigation shall be performed by the use of a Central Irrigation System (Calsense), local automated systems or manual sprinkler systems where available and operable. Contractor shall be required to monitor the computer system daily by retrieving alert/reports from the lobby area of the Public Works Agency (1425 S. Bon View Avenue, Ontario, CA.) once per day no later than 9:00 AM, contractor shall sign in every day when picking up paperwork. Completed alert/reports shall be returned to the City representative within 48 hours. Failure to do so will result in a non-compliance report and will be handled per contract specifications. Returned reports shall be accompanied with a written explanation of the problem and the repair. However,

failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. All areas receiving marginal coverage shall be irrigated by portable irrigation method. The contractor shall furnish all tools/equipment necessary.

41. IRRIGATION INSPECTION

The Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.

Required repairs shall be submitted to the Parks and Maintenance Director, or his authorized agent, in a written statement within two (2) weeks after the start date of the Maintenance Contract. If a written statement, which documents required repairs, is not received by the authorized agent, within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor and will become his sole responsibility to maintain. The City shall review and verify all submitted problems, repairs may be completed by the following methods:

1. Authorized the Contractor to make appropriate repairs at the expense of the City as described in Section 5.

2. Use City forces to make required repairs.

3. Use another source to make required repairs.

Upon completion of such repairs, the Contractor shall sign-off each individual area as being fully operational.

A. The Contractor shall file a monthly statement with his invoice certifying that all irrigation systems are functioning properly. If the Contractor fails to submit this statement, the invoice will be rejected until such date the statement is received.

B. The Contractor shall inspect the operation of the irrigation system on a weekly basis for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

C. All system malfunctions, damage and obstructions shall be recorded, reported to the Parks and Maintenance Director, or his authorized agent, and corrective action taken.

42. IRRIGATION MAINTENANCE AND REPAIRS

A. The Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:

- Guarantee proper coverage and full working capability.

- Make whatever adjustments may be necessary to prevent over spray or excessive runoff into street rights-of-way or other areas not meant to be irrigated.

B. The Contractor shall repair or replace at no additional cost inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation non pressurized pipes, all manual and automatic valves, filters, basket strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers shall be the same as to removed manufacturer items unless prior approval has been granted by City representative in writing. Contractor shall test all backflows and submit to the City the appropriate test form once completed (contractors' cost). Any device that fails to pass, the contractor shall report to the City for needed repairs and re-inspection.

Maintenance includes, but is not limited, tightening loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads for proper coverage and to avoid irrigating hardscape including softball and baseball infield radius; anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters, replace batteries for battery operated valves and maintain solar operated valves, relocation of irrigation mainline or lateral lines due to tree placements and roots. The Contractor shall be responsible to replace recycle (purple) valve box lids and controller boxes, as needed and or as directed by City Representative. Labor shall be provided at no additional cost to the City.

C. Irrigation repairs shall be made within the following time limits:
Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.
All other irrigation repairs shall be made within one (1) day of identification or notification.

D. Replacement of irrigation components shall match city approved equipment list. Substitutions must be approved by the Parks and Maintenance Director, or his authorized agent, in writing prior to installation.

43. WATER CONSERVATION

The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

The Contractor shall comply with all City of Ontario Ordinances and/or Resolutions, which relate to water conservation.

Failure to comply shall result in an equitable amount deducted from the Contractor's payment.

44. CONTROLLER PROGRAMMING

A. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

Whenever possible, automatic irrigation shall be programmed to operate between the hours of 9:00 P.M. to 8:00 A.M. The Contractor shall be responsible for reprogramming controller during inclement weather to conserve water.

Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential, and the relationship of conditions which affect day and night watering.

Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. Also, the variation in the size of plants, as well as varietal differences must be considered.

The irrigation system will be controlled by the contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf grass.

C. The Contractor, at the request of the Parks and Maintenance Director or his authorized agent, shall submit a copy of the irrigation schedule for each individual controller. This information is to be readily available upon request or available at the controller.

D. All landscape and turf areas shall be irrigated as required maintaining adequate growth and appearance with a schedule most conducive to plant growth.

45. IRRIGATION CONTROLLER

A. The Contractor shall maintain controller as-builts (controller charts) inside each controller cabinet where available.

B. All controller enclosures shall receive a granular chemical application as needed to prevent pest infestation. Any damages resulting from any insect infestation due to failure to apply the chemical shall be repaired/replaced by the contractor (no expense to the City).

C. Controllers and dome antennas shall be inspected and cleaned by the contractor 4 x per year and report damages or maintenance needs.

46. TREE CARE

A. Tree Trimming

The Contractor shall be responsible for all tree under-trimmings, including the removal of palm fronds and flower stalks (if present). All trees are to be under-trimmed to ensure public and vehicle safety or as directed by the Parks and Maintenance Director, or his authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

Contractor shall prune palm trees at no extra cost to the City (dead fronds and flower stalks) annually, removal of fruit (dates) if present shall be done twice per year as designated by the Parks and Maintenance Director or his authorized agent.

Trees shall be pruned at no extra cost to the City on a cycle of once every three years, contractor to create a myOntario App once the trees have been completed under the Tree section and have the City representative inspect them. The contractor shall not leave the site until the work has been completed, approved and released by the City representative.

The Contractor shall notify the Parks and Maintenance Director, or his/her authorized agent, except when pruning is required for public safety. Once all trees are trimmed, a formal (Company letterhead) record of the work performed with time, date, location, type of tree, removal percentage and staff assigned to do the work. Any tree that is not trimmed by the end of 3-year cycle shall be deducted from the final billing of the maintenance contract.

All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is under-trimmed carefully to promote the tree's health and appearance.

All work shall be of the highest quality and performed in accordance with City approved tree trimming standards.

All trees shall be pruned within forty-eight (48) hours upon notification to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the Parks and Maintenance Director or his authorized agent.

All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the City within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.

All sucker growth is to be removed from trees as it occurs.

The Contractor shall maintain all branches which encroach on or over sidewalks at a minimum height of ten feet (10') clearance. The Contractor shall notify the city within 24 hours of any branches encroaching beyond the curb line into the street that cannot be reached with a pole saw.

All branches which encroach over private property, shall be removed as directed.

The Contractor shall not remove or disturb any tree central leader without prior written approval from the Parks and Maintenance Director, or his authorized agent.

The Contractor shall include the removal of 20 trees per year with a DBH not to exceed 20” as part of his bid package and a unit price to perform an individual complete tree trim, and individual tree removal price. Contactor shall create a final work order using myOntario App once the trees have been trimmed, the City representative will inspect once the App has been closed as completed for release.

B. Tree Staking/Guying

The Contractor shall, at no additional cost to the City, stake and tie all trees, which require support. City does not provide stakes and ties. Tree stakes shall be 3” x 10’ wooden lodge poles. Two (2) tree stakes are required per tree.

Guy wires, where required, will be of pliable zinc-coated ten-gauge wire (three ties per tree), and shall have a white PVC sleeve for visibility. Guy wires shall be kept tight enough to promote natural movement of the tree. Contractor shall periodically check the tension in the guy wires.

Trees shall be secured to stakes with cinch ties or equivalent. The Contractor shall not use wire and hose. Stakes shall not be placed closer than eight inches (8") from the tree trunk.

C. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and retied as necessary, to prevent girdling.

D. Tree Replacement

1. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks and Maintenance Director, or his authorized agent.

Where there is a difference in value between the tree damaged by the Contractor and the replacement tree, this difference may be deducted from the Contractor's payment.

In all cases, the value of the trees lost will be determined by the Parks and Maintenance Director, or his authorized agent, using the latest ISA Guide for Plant Appraisal.

2. Unsalvageable downed trees, due to any cause (windstorm etc...), shall be removed, the stump ground to a depth of eighteen inches (18"), the stump grinding debris removed and the hole refilled with compatible topsoil and compacted within 48 hours of identification or notification. If the tree is in the public right-of-way or creating a public hazard, the tree is to be cut back to a 12" stump immediately upon notification and removed. Then within 48 hours, the stump is to be removed and the hole filled with compatible topsoil and compacted. This work shall be considered and EWA and invoiced to the city.

3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a twenty-four (24") box tree and billed as "Additional Work". The Parks and Maintenance Director, or his authorized agent may specify a species of tree for replacement different from the one lost.

E. Tree Irrigation

All trees shall be adequately irrigated to maintain a health and attractive appearance. Irrigation runoff and over spray shall be minimized.

Trees shall be irrigated in a method which promotes deep root growth. The contractor shall provide manual deep watering to those trees that show decline.

47. WEED CONTROL

Weeds are defined in the dictionary as:
“A wild plant growing where it is not wanted and in competition with cultivated plants."
When classified by their gross morphological features, weeds are broken down into three major categories: grasses, sedges, and broadleaf weeds.
Full control of these 3 categories of weeds will be achieved with a combination of selective and non-selective herbicides as well as mechanical removal. **Weeds should not be visible.**
All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, landscape areas, and softball/baseball infields shall be kept free of weeds at all times.

Weed removal shall consist of complete removal of all weeds, including top growth and roots. Weed control shall be performed as needed.
Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Parks and Maintenance Director, or his authorized agent, may restrict the use of chemical weed control in certain areas.

48. DISEASE AND PEST CONTROL

The Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation. The Contractor shall report any applied treatments within their next monthly billing. The Contractor shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dust or other materials utilized.

Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the Parks and Maintenance Director, or his authorized agent. The Contractor shall utilize all safeguards necessary during disease, snail, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

The Contractor shall perform, at their sole expense, the following services:

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest

Control Advisor License for each chemical used is required prior to chemical application where required by law.

All chemicals requiring a special permit for their use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Parks and Maintenance Director, or his authorized agent, prior to use.

A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Parks and Maintenance Director, or authorized agent, on a monthly basis.

49. USE OF CHEMICALS

The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Parks and Maintenance Director or his authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.

The use of chemicals shall conform to the current San Bernardino County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until its use is approved, in writing, by the Parks and Maintenance Director, or his authorized agent as appropriate for the purpose and area proposed.

Required spray equipment will consist of at least one (1) medium spray rig of 100-gallon (minimum) capacity or more and backpack sprayers provided for each crew performing chemical landscape maintenance.

50. TURF BROADLEAF

Control of broadleaf weeds shall include proper notification with chemicals to be used, date, and time to the Parks and Maintenance Director, or his authorized agent. prior to starting date for approval. Frequencies will be twice per year.

51. LITTER

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, broken glass, cans, paper, cardboard, metallic items, feces, leaves, tumbleweeds and other debris on a daily basis.

The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner. The City does not allow any dumping of debris generated by your daily work in City facilities. Illegal dumping picked up by contractors shall be brought up to the City yard for proper disposal. Excessive dumping (above and beyond reasonable) after long holiday weekends and special events shall be reported immediately to the City Representative.

Hazardous waste as well as homeless belongings shall not be picked up. Contractor shall contact City Representative to arrange proper disposal by City forces. A myOntario App service request shall be created to report the hazardous conditions.

52. GRAFFITI

A. The Contractor shall remove any graffiti upon discovery within their contractual areas. Extreme caution shall be placed on areas that get tagged to make sure that they get cleaned up with materials that do not damage the finish product (PVC Vinyl fence) and are biodegradable. Issues of graffiti outside their contractual obligations shall be reported to the Graffiti Hot Line 909-395-2626 or create a service request within the myOntario App

B. Issues of above normal graffiti vandalism within the contractor's contractual area shall be reported to the City representative upon finding. Phone call, text, or creation of a myOntario App service request are acceptable methods of communication to the City Representative. The City reserves the right to request an outside contractor to help with the cleaning or will have the right to request that the contractor performs the work as an additional cost to the City.

C. If graffiti cannot be removed and needs to be painted over, cover up paint shall match existing paint. Graffiti on sidewalks shall be removed with a hot steam pressure washer. Painting of sidewalks over graffiti shall not be allowed.

53. GENERAL

A. Trash Removal

Remove all trash and accumulated debris from the work sites daily. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas and dumpster areas.

B. Policing of Areas

All maintained areas shall be policed based on frequencies.

C. Curb and Gutter Maintenance

The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area monthly. The Contractor is responsible for insuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. Walkway Maintenance

Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.

E. Drain Maintenance

All drains and catch basins shall be kept free of siltation and debris at all times. All V-ditches and drainage areas shall be kept clean and edged weekly by the Contractor. Cleaning of drain basins shall be done monthly, Contractor shall inspect weekly to make sure that grates are secured, if missing, Contractor shall replace at City's expense. Damaged grates due to Contractor's operations shall be replaced at Contractors expense.

F. Removal of Leaves

Accumulation of leaves shall be removed from all designated landscape areas on a monthly basis and under trees once per month or more as needed.

G. Hardscape Power Wash

All concrete areas shall be cleaned using a power washer (hot steam cleaning washer) to remove soda spills, gum and other stains that might be present. The City Representative will make the final determination if the service is needed.

The use of a biodegradable cleaner (soap) is required and permitted. Containment of contaminated soapy water shall be the responsibility of the Contractor.

54. REPAIR AND SERVICE OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition.

The Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration but will be required to replace all improvements damaged by his negligence.

It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated. The contractor shall communicate any improvements needed prior to repairs to the Parks and Maintenance Director or his authorized agent for proper approvals.

55. MULCH

Mulch beds shall be replenished 2 time per year at the Contractor’s cost . The City may provide the mulch if an additional mulching is needed. If City provided, the Contractor will be responsible for loading the mulch at the City yard at 1425 S Bon View.

56. RODENT CONTROL

All areas shall be maintained free of rodents causing damage to turf, shrubs, and groundcover areas (gophers, squirrels etc.) by using Gophernator or trapping. Any activity that affects holes, mounds, etc. will be raked and backfilled after control.

57. CITY OF ONTARIO myOntario App (FREE)

Contractor shall download the free myOntario App for the purpose of tracking completed specialty tasks (mulching, vandalism, vehicular damage, rose trimming, fertilizations, chemical applications, illegal dumping, hazardous waste, pruning shrubs, downed branches and rodent control, restroom issues). All specialty tasks shall be recorded as a service request using the app order system and shall be reported to the city representative when completed. City staff will close the service request.

NOTICES

Any notice, demand, request, consent, approval, or communication that either Party desires, or is required to give to the other Party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by email followed by mailing of said notice.

Housing and Gas Tax Funded Sites

MAINTENANCE FREQUENCIES

TURF (where applicable)

Mowing	43 x per year
Edging	43 x per year
Detail	43 x per year
Fertilization	3 x per year
Broadleaf Control (minimum)	2 x per year
Nutsedge Control(minimum)	2 x per year
Aeration	2 x per year
Renovation	1x per year
Over Seeding	As needed
Over Seeding (repairs)	As needed

SHRUBS

Pruning	As needed
Raking Leaves	As needed

ROSES

Pruning (heavy)	1 x per year
Fertilization	2 x per year
Line of site clearance	As needed

VINES

Trimming (To be kept 8” below top of wall)	As needed

TREES

Staking/Guying	As needed
Trimming (ISA standards)	1 x every 3 years
Raking Leaves	As needed
Under Trimming	As needed

IRRIGATION

Service (minimum)	52 x per year
Inspections	52 x per year
Reports	12 x per year

MISCELLANEOUS

Weed Removal	As needed
Weed Control	24 x per year
Rodent Control	As needed
Graffiti Removal	364 x year
Curb and Gutter service	As needed
Trash/Litter	364 x per year
Mulch Replenishing	2x per year

LANDSCAPE MAINTENANCE SERVICES FOR THE HOUSING AND GAS TAX FUNDED SITES

BID SCHEDULE NO. 1
LANDSCAPE MAINTENANCE CONTRACT PM 2425-04
FISCAL YEAR 2024/2025 to 2026/2027 3 YEAR CONTRACT

No.	Description	Monthly Cost	Annual Cost
1.	110 E Maitland	$	$
2.	1325 S Euclid	$	$
3.	1329 S Euclid	$	$
4.	905 E Holt Ave. (south of Gated Area only)	$	$
5.	1038 E 4th (4th and Cucamonga)	$	$
6.	115 S Sultana	$	$
7.	115 1/2 S Sultana	$	$
8.	1004 S Euclid	$	$
9.	1522 W Mission	$	$
10.	435 S Bon View	$	$
11.	935 E Holt Blvd.	$	$
12.	947 E Holt Blvd	$	$
13.	957 E Holt Blvd	$	$
14.	1045 W Mission Blvd	$	$
15.	805 S Mountain Ave	$	$
TOTAL		**$**	**$**

GAS TAX PROPERTIES

No.	Description	Monthly Cost	Annual Cost
1.	Colony H.S. median on Riverside Dr.	$	$
2.	Grove Separation Holt to Airport Dr	$	$
3.	Airport Drive Grove to 180' east Grove	$	$
4.	Grove Underpass Airport to south Mission	$	$
TOTAL		**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3” from ground) $

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

LANDSCAPE MAINTENANCE SERVICES FOR THE HOUSING AND GAS TAX FUNDED SITES

BID SCHEDULE NO. 2
LANDSCAPE MAINTENANCE CONTRACT PM 2425-04
FISCAL YEAR 2027/2028 4th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	110 E Maitland	$	$
2.	1325 S Euclid	$	$
3.	1329 S Euclid	$	$
4.	905 E Holt Ave. (south of Gated Area only)	$	$
5.	1038 E 4th (4th and Cucamonga)	$	$
6.	115 S Sultana	$	$
7.	115 1/2 S Sultana	$	$
8.	1004 S Euclid	$	$
9.	1522 W Mission	$	$
10.	435 S Bon View	$	$
11.	935 E Holt Blvd.	$	$
12.	947 E Holt Blvd	$	$
13.	957 E Holt Blvd	$	$
14.	1045 W Mission Blvd	$	$
15.	805 S Mountain Ave	$	$
TOTAL		**$**	**$**

GAS TAX PROPERTIES

No.	Description	Monthly Cost	Annual Cost
1.	Colony H.S. median on Riverside Dr.	$	$
2.	Grove Separation Holt to Airport Dr	$	$
3.	Airport Drive Grove to 180' east Grove	$	$
4.	Grove Underpass Airport to south Mission	$	$
TOTAL		**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3” from ground) $

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

LANDSCAPE MAINTENANCE SERVICES FOR THE HOUSING AND GAS TAX FUNDED SITES

BID SCHEDULE NO. 3
LANDSCAPE MAINTENANCE CONTRACT PM 2425-04
FISCAL YEAR 2028/2029 5th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	110 E Maitland	$	$
2.	1325 S Euclid	$	$
3.	1329 S Euclid	$	$
4.	905 E Holt Ave. (south of Gated Area only)	$	$
5.	1038 E 4th (4th and Cucamonga)	$	$
6.	115 S Sultana	$	$
7.	115 1/2 S Sultana	$	$
8.	1004 S Euclid	$	$
9.	1522 W Mission	$	$
10.	435 S Bon View	$	$
11.	935 E Holt Blvd.	$	$
12.	947 E Holt Blvd	$	$
13.	957 E Holt Blvd	$	$
14.	1045 W Mission Blvd	$	$
15.	805 S Mountain Ave	$	$
TOTAL		**$**	**$**

GAS TAX PROPERTIES

No.	Description	Monthly Cost	Annual Cost
1.	Colony H.S. median on Riverside Dr.	$	$
2	Grove Separation Holt to Airport Dr	$	$
3	Airport Drive Grove to 180' east Grove	$	$
4	Grove Underpass Airport to south Mission	$	$
TOTAL		**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3” from ground) $

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

EXHIBIT "B"

SCHEDULE OF SERVICES

JULY 1, 2024 - JUNE 30, 2027

EXHIBIT "C"

COMPENSATION

NOT TO EXCEED $175,500

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Merchants Landscape Services, Inc.**, a **Corporation** with its principal place of business at **8748 Industrial Ln, Rancho Cucamonga, CA 91730** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape Maintenance Services for Certain Parkways, Fire Stations, and Landscape Medians** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Landscape Maintenance Services for Certain Parkways, Fire Stations, and Landscape Medians PM 2425-12** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2027,** unless earlier terminated as provided herein Contractor shall complete the Services within

the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Four Thousand Four Hundred Dollars ($1,004,400)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Philip Marino, Urban Forestry Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Mark Brower, President** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Four Hundred Fifty-Nine Dollars with Zero Cents ($459)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work

knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of

warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be

restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Merchants Landscape Services, Inc.
8748 Industrial Ln
Rancho Cucamonga, CA 91730
Attn: Mark Brower, President

City:

City of Ontario
303 East "B" Street

Ontario, CA 91764
Attn: Philip Marino, Urban Forestry Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MERCHANTS LANDSCAPE SERVICES INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

MERCHANTS LANDSCAPE SERVICES INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

A. The intent of this Agreement is to secure a contractor(s) who shall provide Landscape Maintenance Services for the Ontario Parkways, Medians and Fire Stations within the City of Ontario PM 2425-12

B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance and repairs as set forth in this Agreement.

C. All Work shall be done in a professional, thorough, and workman like manner to the satisfaction of the Parks and Maintenance Director, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall always be maintained at the level of service provided for in these specifications. The Contractor shall have the duty to provide complete landscape maintenance of all the project areas, including, but not limited to, the following: Fertilize, under-trim trees and shape shrubs, trim ground cover areas, mow, and edge turf grass areas. Consistently maintain the project areas with horticulturally acceptable growth and color. Consistently maintain the project areas to be devoid of weeds. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter and street. Consistently maintain the project areas to be devoid of diseases, rodents and pests. Consistently maintain the project areas to be devoid of litter. Consistently maintain the project areas to be devoid of safety hazards. Consistently maintain the project areas to be devoid of unsafe walkways. Consistently maintain the project areas to be devoid of blocked drainage systems. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems. Consistently maintain the project areas to be devoid of graffiti and paper like signs. Program, monitor, adjust and maintain all irrigation system clocks, and perform extra work as directed and approved.

E. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

F. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.

2. WORK SITE

Work sites may include parks, medians, trails, weed abatement areas, and parkways.

The City reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any changes result in an increase or reduction in square footage maintained. Compensation shall be based on a-per unit cost (bid schedule form submitted) of work completed.

3. LENGTH OF CONTRACT

This **PRIMARY** contract shall begin **July 1, 2024 and shall terminate on June 30, 2027.**

The **FIRST** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2027, through June 30, 2028,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

The **SECOND** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2028, through June 30, 2029,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

All optional extensions of the contract are subject to approval by the City Manager or his authorized agent and are contingent upon funding and performance by the Contractor.

4. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Parks and Maintenance Director, or his authorized agent, is intended unless otherwise stated.

The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by the City of Ontario, Parks and Maintenance Director, or his/her authorized agent and working under this contract.

The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

The use of the words "his" or "him" shall be construed to mean either gender, as appropriate. The use of the words " Parks and Maintenance Director " shall be construed to mean either the Parks and Maintenance Director or his authorized agent(s).

The words "City working day" refers to Monday-Friday, 6:30 a.m. to 4:00 p.m.

5. VANDALISM/THEFT/DAMAGE

Contractor shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft, vandalism or mysterious damages that do not result from the performance of the Contractor.

In the case of vandalism to the maintained areas (Damage by Unknown Circumstances), Contractor shall notify the City within 24 hours using the free myOntario App. Graffiti will be entered under the “graffiti “Tab. All other Vandalism will be entered under the “Parks” Tab. In addition, EXCEPT in the case of graffiti, a text or email must be sent to the City’s Representative within 24 Hours detailing the Vandalism.

The use of red "Danger" tape shall be used when an area is unsafe for the public by the end of workday.

The repairs shall be made within 24 hours of receiving a notice to proceed by text or email. At no time shall damage by unknown sources remain unrepaired for a period exceeding 72 hours.

Additional compensation will be provided only for costs that are directly related to the theft and/or vandalism.

The following conditions shall be met prior to the Contractor being reimbursed for "Damage by Unknown Circumstances".

6. VANDALISM/THEFT/DAMAGE BIDS

Contractor shall submit an itemized EWA (Extra Work Authorization) within 24 hours to the City's Representative. Contractor shall secure written authorization for the repairs by the Parks and Maintenance Director, or his authorized agent within twenty-four (24) hours by e- mail or text. For emergencies regarding public safety, a verbal or text approval by the Parks and Maintenance Director, or his authorized agents, may be obtained.

7. COMPLETION OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Work is to commence within twenty-four (24) hours after receiving City approval.

B. The work shall be inspected and released as complete by the City representative, and then invoiced as specified in section (8).

8. INVOICING OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Contractor shall submit on business letterhead, a photocopy of the original EWA describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs. The cost estimate for additional work shall consist of the following elements: **Base cost of labor plus Fifteen percent (15%) for overhead and profit. Actual cost of materials plus fifteen percent (15%) for overhead and profit.** City reserves the right to ask for payroll records and vendor invoice if discrepancies on the bid exist. Materials may be provided by the City of Ontario.

B. Contractor shall submit a copy of a report filed with the City of Ontario Police Department, which relates to the specific incident if required by the Parks and Maintenance Director or his authorized agent.

9. ADDITIONAL (EXTRA) WORK (EXTRA WORK AUTHORIZATION or EWA)

A. The Parks and Maintenance Director, or his authorized agent, may, at his discretion, authorize the Contractors to perform additional work. Additional work (work not related to "Damages by Unknown Circumstances") shall be defined as work not included in this Agreement.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work as stated. No work shall commence

without written authorization from the Parks and Maintenance Director, or his authorized agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Parks and Maintenance Director, or his authorized agent may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Parks and Maintenance Director, or his authorized agent, for approval.

C. The cost estimate for additional work shall consist of the following elements:

Base cost of labor plus fifteen percent (15%) for overhead and profit.

Actual cost of materials plus fifteen percent (15%) for overhead and profit (invoice from vendor shall be attached to each invoice turned in for payment).

City reserves the right to ask for payroll records. Materials may be provided by the City of Ontario.

D. Written authorization from the Parks and Maintenance Director, or his authorized agent, shall be by the issuance of a change order or signed bid. This change order or signed bid shall be considered an amendment to this Agreement and approved by the Parks and Maintenance Director, or his authorized agent, and Contractor.

E. All additional work shall commence on the agreed date and shall diligently proceed until completion. Contractor could use the labor force assigned to the contractual maintenance tasks to perform additional work if prior approval has been granted by the City representative.

F. Upon completion of the additional work, the Parks and Maintenance Director, or his authorized agent, shall be notified so that the work may be verified.

G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials and a copy of signed bid. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.

H. The City of Ontario reserves the right to repair or contract with a third Party to perform such additional work (if bids are not received within 72 hours of official request and or if the proposed costs do not concur with contractor's labor rates and cost of materials)

10. CONTRACTOR LIABILITY

A. All damage to existing improvements located within areas and adjacent to areas under construction, which in the opinion of the Parks and Maintenance Director, or his authorized agent, are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with exact (existing) materials and in an approved manner.

B. Such repairs or replacements shall be performed by the Contractor at no cost to the City and shall be accomplished as directed by the Parks and Maintenance Director or his/her authorized agent. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payments in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces, or another source.

C. Irrigation damage shall be repaired or replaced within the following time limits: Irrigation entities such as, but not limited to, (risers, heads, backflow device and cages, controllers, basket strainers, pressure regulators, irrigation wires and valves, valve boxes, irrigation pumps, ET gauges, rain buckets, antennas, flow sensors, and landscape lighting equipment) that are damaged during regular routine maintenance and become non-functional or non-efficient shall be replaced immediately. Mainline irrigation breaks shall be repaired within two (2) hours of being notified. All other irrigation repair and/or replacement shall be completed within 24 hours of being notified. (In the event that the mainline repairs require specialized parts and or materials, the contractor shall be responsible to request from the City additional time to complete the repair/s)

D. All damage to turf grass, groundcover, shrubs, or trees, shall be repaired or replaced within three (3) working days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of bermudagrass sod or seeded with warm season seed and topper added. Damage to groundcover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Parks and Maintenance Director, or his authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the damage is severe, the shrub (in its entirety) shall be removed and replaced with a similar variety and size.

E. Damage to trees shall be repaired in the following manner:

Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist. If the damage results in the loss of the tree, or, if in the opinion of the Parks and Maintenance Director or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life. All work shall be inspected, verified, and completed to the satisfaction of the Parks and Maintenance Director, or his authorized agent.

11. INSPECTION/DRIVE

The City and an appointed representative of the Contractor shall conduct a once-a-month walkthrough to inspect each individual work area. It is the responsibility of the Contractor to set up the inspection time(s) five (5) working days prior to the walkthrough/inspection. It is a requirement that a six to twelve (6-12) month master calendar be set up within 30 days of the award of the contract to insure coordinated dates of inspection. This inspection is to ensure adequacy of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in the manner prior to invoicing and payment.

12. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Maintenance Director, or his authorized agent, shall be notified immediately using the myOntario App, as well as text or phone call, of any unsafe condition that requires major correction.

The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, diverting water sheet flow, using barricades, danger tape or traffic cones to alert persons of the existence of hazards and replacing valve box covers so as to protect all persons from injury.

The Contractor shall inspect all work sites for hazards, or potential hazards in the contractual areas daily.

During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall immediately contact the City representative (either e-mail or text) indicating the condition, date, and the area that was inspected and a work order should be created using the myOntario App.

The Contractor shall cooperate fully with the City of Ontario in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Maintenance Director within three (3) days following the occurrence.

13. REMOVING OBSTRUCTION AND MAINTENANCE OF EXISTING IMPROVEMENTS

Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and turf grass. Unless otherwise indicated in the contract documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by them during the progress of the work, provided, that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated 1) for the cost of locating and repairing damage to main or trunk line utility facilities located on the job site, not due to the failure of the Contractor or exercise reasonable care; 2) for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and 3) for the operation cost for equipment on the project necessarily idled such work.

At least two (2) working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert at (800) 422-4133 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

14. CONTRACTOR STAFF

The contractor shall provide the manpower as a minimum staffing requirement to comply with the performance of the landscape/irrigation maintenance specifications and requirements of the site.

The Contractor shall furnish one (1) supervisor with a minimum of 5 years of landscape and irrigation maintenance experience and sufficient supervisory and working personnel capable of promptly accomplishing all tasks on schedule, to the satisfaction of the Parks and Maintenance Director, or his authorized agent, all work required under this contract during the prescribed hours (6:30 AM to 4:00 pm). **Staffing shall be as needed plus any additional workforce to complete the maintenance/construction tasks required on the frequency page.** Payment will be based upon completed, acceptable work, Irrigation technician and spray technician to be provided as needed (personnel needs do not address the alternates per bid forms). Incomplete or unacceptable work will result in a delay or reduction of billing payment.

The Contractor shall have a competent supervisor, who is capable of communicate effectively both in written and oral English and discuss matters pertaining to this contract. The supervisor must be able to demonstrate to the satisfaction of the Parks and Maintenance Director, or his authorized agent, that they possess an adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure the accomplishment of high-quality work, which will be acceptable to the Parks and Maintenance Director or his authorized agent.

Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. The contractor shall use the free myOntario App. The use of a Smart phone will be required.

The contractor shall provide the minimum staffing requirements to comply with the performance of the landscape maintenance specifications and requirements of the site. Personnel shall be on site ready to work no later than 6:30am.

The Contractor, and their employees, shall always conduct themselves in a proper and efficient manner and shall cause the least possible annoyance to the public. The Parks and Maintenance Director or his authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Ontario.

The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and always buttoned; safety vests "Type II" are required when indicated by the Work Area Traffic Control Handbook, the Parks and Maintenance Director or his authorized agent.

The Contractor shall establish an identification system for personnel assigned to the maintenance/construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction/maintenance work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.

Contractor shall be responsible for traffic control (where needed) and shall be done per "WATCH" standards. Failure to comply with proper "WATCH" standards shall result in stoppage of all work until the proper traffic control is set up and could result in a fine. 1st violation $500.00, 2nd. Violation $ 1000.00, 3rd. violation and thereafter $ 3000.00 and/or possible cancellation of contract.

Inclement Weather

During inclement weather, (rainstorms, windstorms etc.) the contractor shall be required to contact the City representative prior to 7:00 am to receive clear directions of their assignments for the day. A minimum of two staff members shall be at the disposition of the City.

15. LOCAL OFFICE

A. The Contractor shall maintain an office with a telephone and provide at all times the following:

A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Parks and Maintenance Director, or his authorized agent. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hour after receipt of said communication. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Ontario.

B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through a landline or cellular telephone communication. This will allow the city to access the contractor at any time during City working hours.

16. STORAGE FACILITIES

The City of Ontario will not be providing storage facilities throughout the duration of this contract.

A. SIGNS

The contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Parks and Maintenance Director, or his authorized agent.

The contractor shall, always, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

17. LOCK AND KEYS

A. Where City of Ontario locks and keys are required as part of this contract, the Contractor shall:

Not duplicate any coded City key furnished by the city.

Surrender all keys furnished by the Parks and Maintenance Director or his authorized agent promptly at the end of the contract period, or at any time-deemed necessary by the Parks and Maintenance Director, or his authorized agent, to prevent loss to the City of Ontario.

Protect the security of City property by keeping controller cabinets and enclosure doors always locked.

Contact the City immediately if a security lock is non-functional and needs repair. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Parks and Maintenance Director or his authorized agent. In the event that the contractor staff who has been assigned keys to the facilities resigns from his position, it is the

sole responsibility of the contractor to retrieve the keys assigned to such staff member and return to the City.

18. UTILITIES

The City of Ontario shall pay for the maintenance related to water and electrical utilities.

When needed, water usage shall not exceed the budgeted amount to comply with the City Water Conservation efforts. A water budget may be provided by the City and shall be reviewed and adhered to by the Contractor. Water budget shall be approved by the Parks and Maintenance Director, or his authorized agent.

The Contractor may be charged for all excessive utility usage (using the current utility rate) due to the contractor's failure to manage and or monitor irrigation system malfunctions or unauthorized increases in water usage. The excess cost will be determined by comparing the current utility usage with historical usage data for the same period.

The excess cost factor shall be deducted from payments to the Contractor. However, the Contractor will be allowed three (3) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question. A final determination (after review of Contractor's explanation) of the deduction will be assessed by the Parks and Maintenance Director or his authorized agent.

19. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

20. PARKING

A. The Contractor shall park their vehicles and equipment within designated parking areas or in such a location to ensure normal vehicular traffic.

B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA. Failure to perform proper traffic control will result in a formal warning (first time), a deduction of $500.00 per instance after formal warning has been given and contractor fails to comply.

21. EMERGENCY CALLS

A. The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Parks and Maintenance Director or his authorized agent, shall be referred to the worksite Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

22. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these general conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. Submission of an EWA and approval by the Parks and Maintenance Director, or his authorized agent will be necessary. The Contractor shall be compensated for extraordinary work as defined in Section 9.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a City Representative is still at the site when the work site contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the City Representative. If the repair will take only a few minutes, the City Representative may stay to continue to direct traffic while the Contractor makes the repairs. If the repair will take longer than the City Representative

can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

D. An emergency may be called by the following individuals or agencies at anytime for extraordinary services involving repair work:

1. City Manager
2. Police Department
3. Fire Department
4. Parks and Maintenance Director

E. The following emergency phone numbers are listed for the convenience of the Contractors:

Fire Department (Dispatch)	(909)	983-5911
Fire Department (Emergency)	911	
Police Department (Dispatch)	(909)	986-6711
Police Department (Emergency)	911	
Southern California Edison	(800)	655-4555
Southern California Gas	(800)	427-2200
Dig Alert	(800)	422-4133

23. REPORTING DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Parks and Maintenance Director, or his authorized agent.

24. COMPENSATION FOR ROUTINE MAINTENANCE

The City shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement.

25. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Parks and Maintenance Director approval or his authorized agent's approval, additional landscape areas that the city adds to this contract. If notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be prorated from the day the Contractor is notified to start maintenance. The City may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

26. DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Parks and Maintenance Director, or his authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

27. MINOR MODIFICATION

The Parks and Maintenance Director, or his authorized agent, may modify these specifications with the joint approval of the Contractor.

28. CONTRACTOR NON-COMPLIANCE

If the Parks and Maintenance Director, or his authorized agent, determines that there are deficiencies in the performance of this Agreement, the Parks and Maintenance Director, or his authorized agent, will provide a written inspection notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Parks and Maintenance Director, or his authorized agent, to correct the specified deficiencies but not to exceed five 5 working days from the day of the inspection punch list. If the site(s) show obvious signs of non-performance, the Parks and Maintenance Director, or his authorized agent shall have the ability to immediately enforce partial or full deduction for the site in question. Should the Contractor fail to correct all deficiencies within the stated time frame, the Parks and Maintenance Director, or his authorized agent, may exercise the following measures:

A. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead and impose a deficiency deduction.

B. Withhold the entire or partial payment.

C. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead. The Parks and Maintenance Director, or his authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to the provisions of Section 3.3, Contract Documents and Section 28 (B), in event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Ontario may immediately terminate this Agreement. If the contractor requires extra time to complete the deficiency list due to materials/parts shortage, the contractor shall request in writing only the time needed to be added and the reasons why. The City representative will review the request and shall respond to the contractor in writing of the decision made. Contractor shall present the request for extension within the first five (5) working days of the deficiency list.

29. PAYMENTS WITHHELD

The city may withhold entire or partial payment for reasons as follows:

A. Work required in the specifications, which is defective, incomplete, or not performed. Claims filed or reasonable evidence indicating probable filing of claims.
B. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor. A reasonable doubt that the contract cannot be completed for the remaining balance.
C. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Parks and Maintenance Director, or his authorized agent, which is/are incomplete or not performed.

30. WITHHELD CONTRACT FUNDS

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor

shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300. One definition of just cause for immediate contract termination is, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the contract cannot or will not be completed by the Contractor in its entirety. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

If the Contractor fails to meet the specifications of this contract for any fifteen (15) consecutive or non-consecutive days, the Parks and Maintenance Director, or his authorized agent, may at his option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

31. COMPLAINTS FROM CITY

The Contractor shall maintain an on-the-job a written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The on-the-job log of complaints shall be available upon request from the City Representative. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Parks and Maintenance Director, or his authorized agent. If any complaint is not abated within 24 hours, the Parks and Maintenance Director, or his authorized agent, shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Parks and Maintenance Director or his authorized agent, within four (4) City working days.

If the complaints are not abated within the time specified, or to the satisfaction of the Parks and Maintenance Director or his authorized agent, the Parks and Maintenance Director, or his authorized agent, may correct the specific complaint and the total cost incurred by the City of Ontario shall be deducted and forfeited from the payments owing to the Contractor from the City of Ontario.

32. CONTRACTOR IS AN INDEPENDENT CONTRACTOR, INDEMNIFICATION

Contractor shall act under the contract as an Independent Contractor thorough the City of Ontario and will not be an agent, or employee of the City. Contractor shall not represent or otherwise hold out itself, or any of its subcontractors, directors, officers, partners, employees, or

agents, to be an agent or employee of the City. Contractors shall indemnify and otherwise hold harmless the City, its officials, officers, directors, employees, agents and other representatives, from all liability, loss, or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor, or of any of its subcontractors, directors, officers, partners, employees, or agents in the course of, or in connection with the Contractor's performance under the contract. The Parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

33. SUBCONTRACTOR/ASSIGNMENT OF CONTRACT

Reference is hereby made to the provisions of The Subletting and Subcontracting Fair Practices Act (Government Code Sections 4100, et. seq.), which are incorporated herein and made a part hereof by this reference.

A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the City before the subcontractor begins work. Each subcontract shall contain a reference to this agreement between the City and the Contractor, and the terms of that agreement between the City and the Contractor and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontractor shall provide for its annulment by the Contractor at the order of the City, if, in the City's opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work. Nothing herein contained shall create any contractual relation between any subcontractor and the City or relieve the Contractor of any liability or obligation hereunder.

Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights of interests in or to the same or any part hereof, without the previous consent in writing of the Parks and Maintenance Director, or his authorized agent. If the Contractor, without such previous written consent assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall there upon be relieved and discharged from all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any

part thereof unless authorized by the written consent of the Parks and Maintenance Director, or his authorized agent.

34. COMPLIANCE WITH THE LAW

Contractor agrees that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the county of San Bernardino, the City of Ontario and any other political entity having jurisdiction over the activities of the Contractors. The Contractor State License Board for the State of California has administratively determined in writing that a C-27 Contractor License is required to provide the service as set forth in the contract and specifications. Therefore, each bidder will be required to hold a valid C-27 Contractor License.

35. PAYROLL

Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.

The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.

Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

36. LABOR STRIKE

It shall be the responsibility of each contractor to provide continuous contractual services, without any interruption.
In case of any labor strikes, the Contractor shall provide other means, as its own cost, to provide a comparable continuous contractual service as if there were no strike.
Failing to do so will cause the Parks and Maintenance Director, or his authorized agent, to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

37. TURF GRASS CARE

A. Turf grass Mowing:

The Contractor shall mow all turf grass with adequately sharpened rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
All cool season turf grasses shall be cut with a power driven rotary mower at a two inch (2") height from November to February and at two and half inches(2 1/2'.') from March to October.

Turf grass mowing heights may be adjusted by the Parks and Maintenance Director, or his authorized agent, during periods of turf grass renovation.

Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

The Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance contract. This mowing schedule shall be approved by the Parks and Maintenance Director, or his authorized agent. Any alteration of the approved mowing schedule shall be submitted in writing to the Parks and Maintenance Director or his authorized agent, for approval prior to implementation.

B. Turf Grass Edging and Trimming:

Turf grass edging and trimming shall be performed per frequency schedule at the time of mowing.

Edging of turf grass shall be performed with a power edger containing a steel blade, the use of string trimmers (weed-eater) to edge turf areas is not a practice acceptable to the City. The use of a stick edger is acceptable.

All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.

Where facilities include a softball or baseball field, the infield radius shall be edged regularly to keep radius clearly defined. Grass and weeds shall not encroach into the infield and shall be treated/removed immediately.

Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.

Tree trunk protectors shall be provided and installed, at no additional cost to the City, when string trimmers are utilized for trimming around the base of trees. The City may allow a sixteen inch (16") diameter mulch ring around trees to eliminate continual string trimming.

A four-inch (4") barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.

Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.

All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the contractor vacating the work site.

After mowing and edging is completed, all adjacent walkways and gutters shall be swept or blown clean.

Blowing and disposing of grass clippings into the City storm drain system and/or streets shall not be permitted. If found contractor will face liquidating damages as follows;

1st violation$ 1000.00, 2nd violation $ 2000.00, 3rd violation and thereafter $ 3000.00.

C. Turf grass Fertilization

The turf grass shall be continually fertilized a minimum of 3 x per year with additional application if needed, to provide a healthy and vigorously growing turf grass with horticultural acceptable growth and color, as determined by the Parks and Maintenance Director, or his authorized agent.

1. Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Any change in the

fertilizer ratio and/or rate shall be submitted in writing and approved by the Parks and Maintenance Director, or his authorized agent, prior to usage.

2. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:

- Location and exact date the fertilizer application will be performed.
- Type of fertilizer and method of application to be used.

3. The Contractor shall immediately irrigate (staff shall be present when irrigating during the day) after each fertilizer application and repair with sod (Dwarf Fescue) any damaged areas due to fertilizer/chemical burn.

4. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

D. Turf grass Renovation

1. Renovation shall consist of aerating, verticutting, thatch removal, over-seeding and top dressing (a minimum of l/8").

2. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any renovation operation. This written document shall include location and exact date the renovation will be performed and type of equipment and materials to be used.

3. Contractors shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.

4. Light verticutting and thatch removal of warm season turf grass (where present) shall be performed between September 30th and October 15th or as directed by the City Representative.

5. Over-seeding shall be performed within two (2) days after verticutting with properly calibrated seeders. Warm season turf grass shall be over-seeded at a rate of ten (10) pounds of seed per 1,000 square feet. A 3 way dwarf type Bermuda grass seed shall be used. Seed tags shall be provided to the Parks and Maintenance Director, or his authorized agent. Additional over-seeding shall be performed if less than 80% germination occurs within the first month.

6. Top dressing shall be performed using a properly calibrated top dressing machine and seed shall be topped with one-eight inch (1/8") of weed free topper. The topper must be approved by the Parks and Maintenance Director or his authorized agent, and shall not contain steer manure (City reserves the right to provide the topper needed if available and in stock).

7. Reseeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality. If quality does not meet the City acceptance contractor shall replace with sod (Bermuda grass, Dwarf Fescue or equal).

The Parks and Maintenance Director or his authorized agent, will require the use of sod as a replacement material when deemed necessary. The Contractors shall be entitled to the wholesale cost of the sod only, provided the loss of turf grass was not due to the negligence of the Contractor. Sod shall be Bermuda grass or Dwarf Fescue.

E. Aeration

All turf grass shall be aerated four (2) times per year, once every quarter, starting July 1st. Aeration shall be performed with a ride on or a walk behind aerator machine which has one-half inch (1/2") to one inch (1") in diameter coring tines spaced no more than six inches (6") apart. The machine shall remove cores from the turf to a depth of 4-6”. Dragging or pulverizing of cores is acceptable.

F. Turf grass Irrigation

All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Where possible, the turf grass irrigation shall be on a separate program from other plant material irrigation. Turf grass shall be irrigated in a method which promotes deep root growth.

At facilities with softball and baseball infields, Irrigation shall be adjusted so as not to overlap into the infield mix. Any reports of saturated infield mix from irrigation shall be addressed immediately.

38. SHRUB CARE

A. Pruning of Shrubs

Shrubs shall be pruned with sharp pruning tools.

Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.

All pruning cuts shall be one-quarter inch (1/4") above a node (bud). No projections or stubs shall be allowed to remain.

After pruning is completed, all adjacent walkways and gutters shall be left clean. Blowing and disposing of any debris into the Storm Drain system and/or streets shall not be permitted. If found, Contractor will face liquidating damages as follows; 1st violation $ 500.00, 2nd. violation $1000.00, 3rd. violation and thereafter $3000.00 and/or possible cancellation of contracts.

During blooming season, vines shall be trimmed minimally so as not to remove floral display areas.

Pruning shall be done to maintain a well-groomed, natural growth habit, and encourage air movement through shrubs.

The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.

Pruning of roses (except for trailing roses) shall be accomplished using best horticultural practices. The use of hedge shears to prune roses will not be permitted. Roses shall be deadheaded as needed and shall be heavy pruned once per year.

New plantings, once approved by the City Representative, shall take place within a week from the date reported.

B. Shrub Fertilization

Shrubs (including roses) shall be fertilized a minimum of 3x per year or as directed by the Parks and Maintenance Director his authorized agent with a balanced fertilizer specific for the type of plants. Roses shall be fertilized once following heavy pruning and one additional time per year.

Foliar fertilization may be performed when appropriate and will require the approval of the City Representative.

C. Shrub Irrigation

All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Shrubs shall be irrigated in a method, which promotes deep root growth.

D. Shrub Replacement

All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same species plant material that existed (unless a disease situation is discovered affecting the specie). Shrubs shall be replaced within 7 days after being identified by the contractor or authorized agent. Size of the replacement plant material is to be determined by the authorized agent. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks and Maintenance Director, or his authorized agent.

Substitutions or any plant materials must have prior written approval by the Parks and Maintenance Director, or his authorized agent.

Original plans and specifications may be consulted to determine correct identification of species.

All shrubs shall be guaranteed to live and remain in a healthy condition for the duration of the contract from the date of installation, inspection and verification by the Parks and Maintenance Director, or his authorized agent.

Soil build-up around the crown of shrubs shall be continuously removed.

E. Vine Maintenance

Vines shall be trimmed as needed to promote upright growth and shall be kept attached and contained on the structure.

All vines shall be trimmed on a as needed basis by the contractor, the standard of the City is to trim vines one block below the top of the wall, the City understands that its vines in some sites are mature and have grown over the top of the wall, the contractor shall only be responsible to trim the vines that are solicited by our residents and will have to adhere to the standards herby mentioned. No vines will be allowed to grow in newly installed wood fences or wood fence

extensions (above the top of the fence or block wall). Vines shall be trimmed tight and follow horticultural standards.

39. GROUNDCOVER CARE

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to, Honeysuckle, Myoporum, Senecio, Rosemary, Lantana, Ivy (spp.) Salvia (spp.)

A. Edging and Trimming of Groundcover

Edging of groundcover areas shall be performed monthly or as needed.

All groundcover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.

All groundcover shall be continually trimmed at the drip line of all shrubs.

All groundcover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the groundcover area as determined by the Parks and Maintenance Director, or his authorized agent. Thinning of groundcover may be required around sprinklers to provide maximum irrigation coverage.

All clippings and trimmings shall be removed from the work site in a legal manner the same day work is performed and prior to the Contractor vacating the work site.

After edging or trimming, the Contractor shall clean all adjacent sidewalks or gutters.

B. Renovation of Groundcover Areas

Groundcover planting shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the Parks and Maintenance Director, or his authorized agent.

C. Replanting of Groundcover Areas

Replanting shall be required to maintain the continuity of the groundcover areas that die back after awarding the contract.

Labor and replacement material costs shall be incurred by the Contractor.

D. Groundcover Irrigation

All groundcover areas shall be adequately irrigated to maintain a healthy and attractive appearance.

Irrigation runoff and overspray shall be minimized.

E. Groundcover Fertilization

The groundcover shall be fertilized during growing season, minimum lx per year, to provide a healthy and vigorously growing ground cover with horticultural acceptable growth and appearance, as determined by the Parks and Maintenance Director, or his authorized agent.

Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one pound (1 lb.) of actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Parks and Maintenance Director, or his authorized agent, prior to usage.

The Contractor shall immediately irrigate after each fertilizer application.

All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and exact date the fertilizer application will be performed, type of fertilizer and method of application to be used.

40. METHOD OF IRRIGATION

If recycled water is being used, it will be the responsibility of the contractor to implement BMP's ("Best Management Practices") to control soil erosion, over spray, ponding and efficient irrigation practices. The use of recycled water shall be limited to the areas designated and approved. The use of recycled water shall not be permitted during the hours of 6:00 AM through 10:00 PM unless prior approval is received from City Representative. Recycled facility shall be operated in accordance with the best BMP's to prevent direct human consumption and to minimize misting, ponding and runoff. BMP's shall be implemented that will minimize both public

contact and discharge onto areas not under contractors control. Contractor shall ensure that the recycled water systems are maintained, operated and repaired at all times in a manner that does not cause illness or injury to any person and in a manner that does not cause damage or injury to the real or personal property of any person or entity. All recycled water sites shall be in compliance with the City of Ontario Utilities Department. Contractor shall be responsible to maintain and replace all items after annual inspection pertaining to proper recycling water designation, items to include but not limited to (head color designation, tags etc...).

A. GENERAL IRRIGATION USES

- All windblown spray and surface runoff of recycled water applied for irrigation onto property not owned or controlled by the discharger or recycled user shall be prevented by implementation of BMP' s.

- Irrigation with recycled water shall be between the hours of 9:00 PM and 6:00 AM to be able to minimize public use of the service area.

- Facilities that might be used by the public, including but not limited to eating surfaces and located within the approved used areas, shall be protected to the maximum extent possible from contact by irrigation with recycled water spray, mist or runoff.

- It is the responsibility of the contractor to communicate to their workers the potential health hazards associated with contact or ingestion of recycled water and shall be educated about proper hygienic practices to protect themselves and their families.

- Workers and public shall not be subjected to recycled water overspray.

- Contractor shall be responsible for the training and certification on recycled water use of any staff assigned to work in the facility.

Irrigation shall be performed by the use of a Central Irrigation System (Calsense), local automated systems or manual sprinkler systems where available and operable. Contractor shall be required to monitor the computer system daily by retrieving alert/reports from the lobby area of the Public Works Agency (1425 S. Bon View Avenue, Ontario, CA.) once per day no later than 9:00 AM, contractor shall sign in every day when picking up paperwork. Completed alert/reports shall be returned to the City representative within 48 hours. Failure to do so will result in a non-compliance report and will be handled per contract specifications. Returned reports shall be accompanied with a written explanation of the problem and the repair. However,

failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. All areas receiving marginal coverage shall be irrigated by portable irrigation method. The contractor shall furnish all tools/equipment necessary.

41. IRRIGATION INSPECTION

The Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.

Required repairs shall be submitted to the Parks and Maintenance Director, or his authorized agent, in a written statement within two (2) weeks after the start date of the Maintenance Contract. If a written statement, which documents required repairs, is not received by the authorized agent, within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor and will become his sole responsibility to maintain. The City shall review and verify all submitted problems, repairs may be completed by the following methods:

1. Authorized the Contractor to make appropriate repairs at the expense of the City as described in Section 5.

2. Use City forces to make required repairs.

3. Use another source to make required repairs.

Upon completion of such repairs, the Contractor shall sign-off each individual area as being fully operational.

A. The Contractor shall file a monthly statement with his invoice certifying that all irrigation systems are functioning properly. If the Contractor fails to submit this statement, the invoice will be rejected until such date the statement is received.

B. The Contractor shall inspect the operation of the irrigation system on a weekly basis for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

C. All system malfunctions, damage and obstructions shall be recorded, reported to the Parks and Maintenance Director, or his authorized agent, and corrective action taken.

42. IRRIGATION MAINTENANCE AND REPAIRS

A. The Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:

- Guarantee proper coverage and full working capability.

- Make whatever adjustments may be necessary to prevent over spray or excessive runoff into street rights-of-way or other areas not meant to be irrigated.

B. The Contractor shall repair or replace at no additional cost inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation non pressurized pipes, all manual and automatic valves, filters, basket strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers shall be the same as to removed manufacturer items unless prior approval has been granted by City representative in writing. Contractor shall test all backflows and submit to the City the appropriate test form once completed (contractors' cost). Any device that fails to pass, the contractor shall report to the City for needed repairs and re-inspection.

Maintenance includes, but is not limited, tightening loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads for proper coverage and to avoid irrigating hardscape including softball and baseball infield radius; anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters, replace batteries for battery operated valves and maintain solar operated valves, relocation of irrigation mainline or lateral lines due to tree placements and roots. The Contractor shall be responsible to replace recycle (purple) valve box lids and controller boxes, as needed and or as directed by City Representative. Labor shall be provided at no additional cost to the City.

C. Irrigation repairs shall be made within the following time limits:
Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.
All other irrigation repairs shall be made within one (1) day of identification or notification.

D. Replacement of irrigation components shall match city approved equipment list. Substitutions must be approved by the Parks and Maintenance Director, or his authorized agent, in writing prior to installation.

43. WATER CONSERVATION

The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

The Contractor shall comply with all City of Ontario Ordinances and/or Resolutions, which relate to water conservation.

Failure to comply shall result in an equitable amount deducted from the Contractor's payment.

44. CONTROLLER PROGRAMMING

A. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

Whenever possible, automatic irrigation shall be programmed to operate between the hours of 9:00 P.M. to 8:00 A.M. The Contractor shall be responsible for reprogramming controller during inclement weather to conserve water.

Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential, and the relationship of conditions which affect day and night watering.

Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. Also, the variation in the size of plants, as well as varietal differences must be considered.

The irrigation system will be controlled by the contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf grass.

C. The Contractor, at the request of the Parks and Maintenance Director or his authorized agent, shall submit a copy of the irrigation schedule for each individual controller. This information is to be readily available upon request or available at the controller.

D. All landscape and turf areas shall be irrigated as required maintaining adequate growth and appearance with a schedule most conducive to plant growth.

45. IRRIGATION CONTROLLER

A. The Contractor shall maintain controller as-builts (controller charts) inside each controller cabinet where available.

B. All controller enclosures shall receive a granular chemical application as needed to prevent pest infestation. Any damages resulting from any insect infestation due to failure to apply the chemical shall be repaired/replaced by the contractor (no expense to the City).

C. Controllers and dome antennas shall be inspected and cleaned by the contractor 4 x per year and report damages or maintenance needs.

46. TREE CARE

A. Tree Trimming

The Contractor shall be responsible for all tree under-trimmings, including the removal of palm fronds and flower stalks (if present). All trees are to be under-trimmed to ensure public and vehicle safety or as directed by the Parks and Maintenance Director, or his authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

Contractor shall prune palm trees at no extra cost to the City (dead fronds and flower stalks) annually, removal of fruit (dates) if present shall be done twice per year as designated by the Parks and Maintenance Director or his authorized agent.

Trees shall be pruned at no extra cost to the City on a cycle of once every three years, contractor to create a myOntario App once the trees have been completed under the Tree section and have the City representative inspect them. The contractor shall not leave the site until the work has been completed, approved and released by the City representative.

The Contractor shall notify the Parks and Maintenance Director, or his/her authorized agent, except when pruning is required for public safety. Once all trees are trimmed, a formal (Company letterhead) record of the work performed with time, date, location, type of tree, removal percentage and staff assigned to do the work. Any tree that is not trimmed by the end of 3-year cycle shall be deducted from the final billing of the maintenance contract.

All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is under-trimmed carefully to promote the tree's health and appearance.

All work shall be of the highest quality and performed in accordance with City approved tree trimming standards.

All trees shall be pruned within forty-eight (48) hours upon notification to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the Parks and Maintenance Director or his authorized agent.

All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the City within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.

All sucker growth is to be removed from trees as it occurs.

The Contractor shall maintain all branches which encroach on or over sidewalks at a minimum height of ten feet (10') clearance. The Contractor shall notify the city within 24 hours of any branches encroaching beyond the curb line into the street that cannot be reached with a pole saw.

All branches which encroach over private property, shall be removed as directed.

The Contractor shall not remove or disturb any tree central leader without prior written approval from the Parks and Maintenance Director, or his authorized agent.

The Contractor shall include the removal of 20 trees per year with a DBH not to exceed 20” as part of his bid package and a unit price to perform an individual complete tree trim, and individual tree removal price. Contactor shall create a final work order using myOntario App once the trees have been trimmed, the City representative will inspect once the App has been closed as completed for release.

B. Tree Staking/Guying

The Contractor shall, at no additional cost to the City, stake and tie all trees, which require support. City does not provide stakes and ties. Tree stakes shall be 3” x 10’ wooden lodge poles. Two (2) tree stakes are required per tree.

Guy wires, where required, will be of pliable zinc-coated ten-gauge wire (three ties per tree), and shall have a white PVC sleeve for visibility. Guy wires shall be kept tight enough to promote natural movement of the tree. Contractor shall periodically check the tension in the guy wires.

Trees shall be secured to stakes with cinch ties or equivalent. The Contractor shall not use wire and hose. Stakes shall not be placed closer than eight inches (8") from the tree trunk.

C. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and retied as necessary, to prevent girdling.

D. Tree Replacement

1. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks and Maintenance Director, or his authorized agent.

Where there is a difference in value between the tree damaged by the Contractor and the replacement tree, this difference may be deducted from the Contractor's payment.

In all cases, the value of the trees lost will be determined by the Parks and Maintenance Director, or his authorized agent, using the latest ISA Guide for Plant Appraisal.

2. Unsalvageable downed trees, due to any cause (windstorm etc...), shall be removed, the stump ground to a depth of eighteen inches (18"), the stump grinding debris removed and the hole refilled with compatible topsoil and compacted within 48 hours of identification or notification. If the tree is in the public right-of-way or creating a public hazard, the tree is to be cut back to a 12" stump immediately upon notification and removed. Then within 48 hours, the stump is to be removed and the hole filled with compatible topsoil and compacted. This work shall be considered and EWA and invoiced to the city.

3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a twenty-four (24") box tree and billed as "Additional Work". The Parks and Maintenance Director, or his authorized agent may specify a species of tree for replacement different from the one lost.

E. Tree Irrigation

All trees shall be adequately irrigated to maintain a health and attractive appearance. Irrigation runoff and over spray shall be minimized.

Trees shall be irrigated in a method which promotes deep root growth. The contractor shall provide manual deep watering to those trees that show decline.

47. WEED CONTROL

Weeds are defined in the dictionary as:
“A wild plant growing where it is not wanted and in competition with cultivated plants."
When classified by their gross morphological features, weeds are broken down into three major categories: grasses, sedges, and broadleaf weeds.
Full control of these 3 categories of weeds will be achieved with a combination of selective and non-selective herbicides as well as mechanical removal. **Weeds should not be visible.**
All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, landscape areas, and softball/baseball infields shall be kept free of weeds at all times.

Weed removal shall consist of complete removal of all weeds, including top growth and roots. Weed control shall be performed as needed.
Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Parks and Maintenance Director, or his authorized agent, may restrict the use of chemical weed control in certain areas.

48. DISEASE AND PEST CONTROL

The Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation. The Contractor shall report any applied treatments within their next monthly billing. The Contractor shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dust or other materials utilized.

Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the Parks and Maintenance Director, or his authorized agent. The Contractor shall utilize all safeguards necessary during disease, snail, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

The Contractor shall perform, at their sole expense, the following services:

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest

Control Advisor License for each chemical used is required prior to chemical application where required by law.

All chemicals requiring a special permit for their use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Parks and Maintenance Director, or his authorized agent, prior to use.

A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Parks and Maintenance Director, or authorized agent, on a monthly basis.

49. USE OF CHEMICALS

The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Parks and Maintenance Director or his authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.

The use of chemicals shall conform to the current San Bernardino County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until its use is approved, in writing, by the Parks and Maintenance Director, or his authorized agent as appropriate for the purpose and area proposed.

Required spray equipment will consist of at least one (1) medium spray rig of 100-gallon (minimum) capacity or more and backpack sprayers provided for each crew performing chemical landscape maintenance.

50. TURF BROADLEAF

Control of broadleaf weeds shall include proper notification with chemicals to be used, date, and time to the Parks and Maintenance Director, or his authorized agent. prior to starting date for approval. Frequencies will be twice per year.

51. LITTER

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, broken glass, cans, paper, cardboard, metallic items, feces, leaves, tumbleweeds and other debris on a daily basis.

The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner. The City does not allow any dumping of debris generated by your daily work in City facilities. Illegal dumping picked up by contractors shall be brought up to the City yard for proper disposal. Excessive dumping (above and beyond reasonable) after long holiday weekends and special events shall be reported immediately to the City Representative.

Hazardous waste as well as homeless belongings shall not be picked up. Contractor shall contact City Representative to arrange proper disposal by City forces. A myOntario App service request shall be created to report the hazardous conditions.

52. GRAFFITI

A. The Contractor shall remove any graffiti upon discovery within their contractual areas. Extreme caution shall be placed on areas that get tagged to make sure that they get cleaned up with materials that do not damage the finish product (PVC Vinyl fence) and are biodegradable. Issues of graffiti outside their contractual obligations shall be reported to the Graffiti Hot Line 909-395-2626 or create a service request within the myOntario App

B. Issues of above normal graffiti vandalism within the contractor's contractual area shall be reported to the City representative upon finding. Phone call, text, or creation of a myOntario App service request are acceptable methods of communication to the City Representative. The City reserves the right to request an outside contractor to help with the cleaning or will have the right to request that the contractor performs the work as an additional cost to the City.

C. If graffiti cannot be removed and needs to be painted over, cover up paint shall match existing paint. Graffiti on sidewalks shall be removed with a hot steam pressure washer. Painting of sidewalks over graffiti shall not be allowed.

53. GENERAL

A. Trash Removal

Remove all trash and accumulated debris from the work sites daily. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas and dumpster areas.

B. Policing of Areas

All maintained areas shall be policed based on frequencies.

C. Curb and Gutter Maintenance

The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area monthly. The Contractor is responsible for insuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. Walkway Maintenance

Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.

E. Drain Maintenance

All drains and catch basins shall be kept free of siltation and debris at all times. All V-ditches and drainage areas shall be kept clean and edged weekly by the Contractor. Cleaning of drain basins shall be done monthly, Contractor shall inspect weekly to make sure that grates are secured, if missing, Contractor shall replace at City's expense. Damaged grates due to Contractor's operations shall be replaced at Contractors expense.

F. Removal of Leaves

Accumulation of leaves shall be removed from all designated landscape areas on a monthly basis and under trees once per month or more as needed.

G. Hardscape Power Wash

All concrete areas shall be cleaned using a power washer (hot steam cleaning washer) to remove soda spills, gum and other stains that might be present. The City Representative will make the final determination if the service is needed.

The use of a biodegradable cleaner (soap) is required and permitted. Containment of contaminated soapy water shall be the responsibility of the Contractor.

54. REPAIR AND SERVICE OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition.

The Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration but will be required to replace all improvements damaged by his negligence.

It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated. The contractor shall communicate any improvements needed prior to repairs to the Parks and Maintenance Director or his authorized agent for proper approvals.

55. MULCH

Mulch beds shall be replenished 2 time per year at the Contractor’s cost . The City may provide the mulch if an additional mulching is needed. If City provided, the Contractor will be responsible for loading the mulch at the City yard at 1425 S Bon View.

56. DECOMPOSED GRANITE/GRASS PAVER AREA

Contractor shall be responsible to drag with cocoa mat or similar and rake all decomposed granite areas monthly and to replenish displaced or missing material at his own cost as needed. Moistening the material and use of a mechanical compactor is required when backfilling DG areas. Decomposed granite areas are to keep a grading that is acceptable and safe to walk on. In the event of inclement weather, the City will compensate the contractor for the replacement of material for damage created by the storm.

57. RODENT CONTROL

All areas shall be maintained free of rodents causing damage to turf, shrubs, and groundcover areas (gophers, squirrels etc.) by using Gophernator or trapping. Any activity that affects holes, mounds, etc. will be raked and backfilled after control.

58. DRINKING FOUNTAINS

Contractor shall be responsible for scrubbing and cleaning all drinking fountains within the facility at least once per week. Contractor shall be responsible to notify the City by text or phone if the drinking fountain is not working properly or if it is clogged. This will also be reported immediately once identified.

59. CITY OF ONTARIO myOntario App (FREE)

Contractor shall download the free myOntario App for the purpose of tracking completed specialty tasks (mulching, vandalism, vehicular damage, rose trimming, fertilizations, chemical applications, illegal dumping, hazardous waste, pruning shrubs, downed branches and rodent control, restroom issues). All specialty tasks shall be recorded as a service request using the app order system and shall be reported to the city representative when completed. City staff will close the service request.

60. MONUMENT SIGNS

Contractor shall be responsible to keep the monument signs free of litter, debris, silt and cobwebs. The Contractor shall be responsible to paint (if needed) areas that have a painted surface a minimum of once per year. The Contractor shall keep shrubs and vegetation edged and trimmed to a height that displays the complete wording on the monument.

NOTICES

Any notice, demand, request, consent, approval, or communication that either Party desires, or is required to give to the other Party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by email followed by mailing of said notice.

Ontario Parkways, Medians and Fire Stations
MAINTENANCE FREQUENCIES

TURF

Mowing	43 x per year
Edging	43 x per year
Detail	43 x per year
Fertilization	3 x per year
Broadleaf Control (minimum)	2 x per year
Nutsedge Control(minimum)	2 x per year
Aeration	2 x per year
Renovation	1x per year
Over Seeding	As needed
Over Seeding (repairs)	As needed

SHRUBS

Pruning	As needed
Raking Leaves	As needed

ROSES

Pruning (heavy)	1 x per year
Fertilization	2 x per year
Line of site clearance	As needed

VINES

Trimming (To be kept 8” below top of wall)	As needed

TREES

Staking/Guying	As needed
Trimming (ISA standards)	1 x every 3 years
Raking Leaves	As needed
Under Trimming	As needed

IRRIGATION

Service (minimum)	52 x per year
Inspections	52 x per year
Reports	12 x per year

MISCELLANEOUS

Weed Removal	As needed
Weed Control	24 x per year
Rodent Control	As needed
Graffiti Removal	364 x year
Curb and Gutter service	As needed
Trash/Litter	364 x per year
Mulch Replenishing	2x per year
Decomposed Granite (service)	As needed
Monument Painting	1 x per year

SCOPE OF SERVICES

LANDSCAPE MAINTENANCE SERVICES FOR CERTAIN PARKWAYS, FIRE STATIONS, AND LANDSCAPE MEDIANS

BID SCHEDULE NO. 1
LANDSCAPE MAINTENANCE CONTRACT PM 2425-12
FISCAL YEAR 2024/2025 to 2026/2027 3 YEAR CONTRACT

No.	Description	Monthly Cost	Annual Cost
1.	6th St. parkways and traffic calmers from Euclid Ave to Benson	$	$
2.	1333 S. Bon View Ave (parking lot included)	$	$
3.	1425 S Bon View and 1448 S Cucamonga Bio Swells. (City Yard)	$	$
4.	Archibald medians from Philadelphia to Chino Ave.	$	$
5.	Archibald median N/Inland Empire to the channel	$	$
6.	Archibald and the 10 Fwy Pork Chops	$	$
7.	Convention center way median	$	$
8.	District #3 Walnut and Campus	$	$
9.	District #3 Walnut and Bon View	$	$
10.	District #3 Riverside and Turner and parkway on Roan	$	$
11.	District #3 Turner and Chino	$	$
12.	Fire Station # 2	$	$
13.	Fire Station # 3	$	$
14.	Fire Station # 4	$	$
15.	Fire Station # 5	$	$
16.	Fire Station # 6	$	$
17.	Fire Station # 7	$	$
18.	Fire Station # 8	$	$
19.	Fire Station # 9	$	$
20.	Francis median west of Haven	$	$
21.	G St. from Mountain to Benson south parkway	$	$
22.	Grove Median south of Philadelphia	$	$
23.	Haven underpass from Guasti to Airport Drive	$	$
24.	Holt Median east and west of Vineyard to the 10 Fwy	$	$
25.	Holt and Mountain medians (4)	$	$
26.	Milliken median I 10 to 4th St	$	$
27.	Milliken medians from Mission south to 60 Fwy	$	$
28.	Milliken and Guasti Overpass	$	$
29.	Milliken and Riverside median and parkways	$	$
30.	Mission from Mountain to Benson median	$	$
31.	Mission and Milliken overpass medians and parkways	$	$
32.	Mountain Avenue N. of 5th street (Parkways and medians)	$	$
33.	Mountain Ave. E/W parkways 5th to Holt (vine pockets included)	$	$
34.	Parkside (Inland Empire from Archibald to Turner)	$	$
35.	QVC- Inland Empire from Vineyard to Archibald, Vineyard from Inland Empire to 4th St, 4th St. from Vineyard to channel	$	$
36.	Vineyard and Holt Grade Separation (LAWA areas included)	$	$
	Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' (per individual tree/required trimming to be +/- 35% of growth per ISA)	$
Cost for complete tree (individual) removal per inch at DBH (diameter at breast height) stumps to be ground to a depth of 18" minimum	$
Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3" from ground)	$

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft.	$
Hardscape maintenance areas cost per sq. ft.	$
Weed Abatement areas cost per sq. ft.	$

LANDSCAPE MAINTENANCE SERVICES FOR CERTAIN PARKWAYS, FIRE STATIONS, AND LANDSCAPE MEDIANS

BID SCHEDULE NO. 2
LANDSCAPE MAINTENANCE CONTRACT PM 2425-12
FISCAL YEAR 2027/2028 4th YEAR CONTRACT
(OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	6th St. parkways and traffic calmers from Euclid Ave to Benson	$	$
2.	1333 S. Bon View Ave (parking lot included)	$	$
3.	1425 S Bon View and 1448 S Cucamonga Bio Swells. (City Yard)	$	$
4.	Archibald medians from Philadelphia to Chino Ave.	$	$
5.	Archibald median N/Inland Empire to the channel	$	$
6.	Archibald and the 10 Fwy Pork Chops	$	$
7.	Convention center way median	$	$
8.	District #3 Walnut and Campus	$	$
9.	District #3 Walnut and Bon View	$	$
10.	District #3 Riverside and Turner and parkway on Roan	$	$
11.	District #3 Turner and Chino	$	$
12.	Fire Station # 2	$	$
13.	Fire Station # 3	$	$
14.	Fire Station # 4	$	$
15.	Fire Station # 5	$	$
16.	Fire Station # 6	$	$
17.	Fire Station # 7	$	$
18.	Fire Station # 8	$	$
19.	Fire Station # 9	$	$
20.	Francis median west of Haven	$	$
21.	G St. from Mountain to Benson south parkway	$	$
22.	Grove Median south of Philadelphia	$	$
23.	Haven underpass from Guasti to Airport Drive	$	$
24.	Holt Median east and west of Vineyard to the 10 Fwy	$	$
25.	Holt and Mountain medians (4)	$	$
26.	Milliken median I 10 to 4th St	$	$
27.	Milliken medians from Mission south to 60 Fwy	$	$
28.	Milliken and Guasti Overpass	$	$
29.	Milliken and Riverside median and parkways	$	$
30.	Mission from Mountain to Benson median	$	$
31.	Mission and Milliken overpass medians and parkways	$	$
32.	Mountain Avenue N. of 5th street (Parkways and medians)	$	$
33.	Mountain Ave. E/W parkways 5th to Holt (vine pockets included)	$	$
34.	Parkside (Inland Empire from Archibald to Turner)	$	$
35.	QVC- Inland Empire from Vineyard to Archibald, Vineyard from Inland Empire to 4th St, 4th St. from Vineyard to channel	$	$
36.	Vineyard and Holt Grade Separation (LAWA areas included)	$	$
	Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30' $
(per individual tree/required trimming to be +/- 35% of growth per ISA)

Cost for complete tree (individual) removal per inch at $
DBH (diameter at breast height) stumps to
be ground to a depth of 18" minimum

Cost for complete tree removal per inch at $
DBH (diameter at breast height) (flush cut 3" from ground)

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft. $

Hardscape maintenance areas cost per sq. ft. $

Weed Abatement areas cost per sq. ft. $

LANDSCAPE MAINTENANCE SERVICES FOR CERTAIN PARKWAYS, FIRE STATIONS, AND LANDSCAPE MEDIANS

BID SCHEDULE NO. 3
LANDSCAPE MAINTENANCE CONTRACT PM 2425-12
FISCAL YEAR 2028/2029 5th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	6th St. parkways and traffic calmers from Euclid Ave to Benson	$	$
2.	1333 S. Bon View Ave (parking lot included)	$	$
3.	1425 S Bon View and 1448 S Cucamonga Bio Swells. (City Yard)	$	$
4.	Archibald medians from Philadelphia to Chino Ave.	$	$
5.	Archibald median N/Inland Empire to the channel	$	$
6.	Archibald and the 10 Fwy Pork Chops	$	$
7.	Convention center way median	$	$
8.	District #3 Walnut and Campus	$	$
9.	District #3 Walnut and Bon View	$	$
10.	District #3 Riverside and Turner and parkway on Roan	$	$
11.	District #3 Turner and Chino	$	$
12.	Fire Station # 2	$	$
13.	Fire Station # 3	$	$
14.	Fire Station # 4	$	$
15.	Fire Station # 5	$	$
16.	Fire Station # 6	$	$
17.	Fire Station # 7	$	$
18.	Fire Station # 8	$	$
19.	Fire Station # 9	$	$
20.	Francis median west of Haven	$	$
21.	G St. from Mountain to Benson south parkway	$	$
22.	Grove Median south of Philadelphia	$	$
23.	Haven underpass from Guasti to Airport Drive	$	$
24.	Holt Median east and west of Vineyard to the 10 Fwy	$	$
25.	Holt and Mountain medians (4)	$	$
26.	Milliken median I 10 to 4th St	$	$
27.	Milliken medians from Mission south to 60 Fwy	$	$
28.	Milliken and Guasti Overpass	$	$
29.	Milliken and Riverside median and parkways	$	$
30.	Mission from Mountain to Benson median	$	$
31.	Mission and Milliken overpass medians and parkways	$	$
32.	Mountain Avenue N. of 5th street (Parkways and medians)	$	$
33.	Mountain Ave. E/W parkways 5th to Holt (vine pockets included)	$	$
34.	Parkside (Inland Empire from Archibald to Turner)	$	$
35.	QVC- Inland Empire from Vineyard to Archibald, Vineyard from Inland Empire to 4th St, 4th St. from Vineyard to channel	$	$
36.	Vineyard and Holt Grade Separation (LAWA areas included)	$	$
	Total	**$**	**$**

Additional cost for a complete individual tree trimming up to 30’ (per individual tree/required trimming to be +/- 35% of growth per ISA)	$
Cost for complete tree (individual) removal per inch at DBH (diameter at breast height) stumps to be ground to a depth of 18” minimum	$
Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3” from ground)	$

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft.	$
Hardscape maintenance areas cost per sq. ft.	$
Weed Abatement areas cost per sq. ft.	$

EXHIBIT "B"

SCHEDULE OF SERVICES

JULY 1, 2024 - JUNE 30, 2027

EXHIBIT "C"

COMPENSATION

NOT TO EXCEED $1,004,400

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20__, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20__, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

□ Individual
□ Corporate Officer

Title(s)

□ Partner(s) □ Limited □ General
□ Attorney-In-Fact
□ Trustee(s)
□ Guardian/Conservator
□ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Melissa Sowizdrzal-Morgan Department: Police Department Prepared By: Lizceth Zazueta Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: A PROFESSIONAL SERVICES AGREEMENT FOR LEGAL CONSULTING SERVICES WITH RICHARD D. JONES DBA JONES MAYER

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a Professional Services Agreement with Richard D. Jones, a Professional Law Corporation, dba Jones Mayer, of Fullerton, CA, for legal consulting services for a total not-to-exceed contract amount of $375,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2024-25 Proposed Budget includes appropriations of $75,000 in the General Fund. The contract has a not-to-exceed amount of $375,000 over five years including two optional one-year extensions. If approved, appropriations will be included in future Annual Budgets to the City Council for approval as needed for legal consulting services.

BACKGROUND & ANALYSIS: Richard D. Jones, a Professional Law Corporation, dba Jones Mayer (Jones Mayer), provides services to public entities and serves as the City Attorney to various cities throughout Southern California. Periodically, the Police Department finds it necessary to retain counsel for litigation and various other legal review to best protect the City's interest. In 2019, the City established a contract with Jones Mayer to provide consulting and legal services pertaining to representation in litigation proceedings.

Continuing legal consulting services with Jones Mayer mitigates the delay in maintaining the same level of services with current open claims and litigations that are at critical points. Jones Mayer has proven expertise and specialized knowledge in legal consulting services as it pertains to the City's needs. Retaining these services with Jones Mayer provides the best value to the City both in time and cost.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RICHARD D. JONES DBA JONES AND MAYER ATTORNEYS AT LAW

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Richard D. Jones a Professional Law Corporation dba Jones Mayer**, a Corporation, with its principal place of business at 3777 N Harbor Blvd, Fullerton, CA, 92835 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Legal Consulting Services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Legal Consulting Services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1st, 2024** to **June 30th, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one (1)-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written

consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Seventy-Five Thousand Dollars** (**$375,000.00**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt

and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

3.3.5 City's Representative. The City hereby designates **the City Manager, or his/her designee**, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **James R. Touchstone, Executive Partner**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services

necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations

of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

(D) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

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

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

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Jones Mayer
3777 N Harbor Blvd,
Fullerton, CA, 92835
ATTN: James R. Touchstone

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: Records Management

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RICHARD D. JONES DBA JONES AND MAYER ATTORNEYS AT LAW

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

RICHARD D. JONES, APLC
DBA JONES MAYER
**If a Corporation, two Signatures are required. President or Vice President and Secretary or Treasurer.*

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES & COMPENSATION

Scope of Services
Defend civil rights cases, as requested by the City; participate in AIT investigations and debriefs for critical incidents; provide counsel to the Chief of Police, or his or her designee, concerning policy and procedure issues, training and tactics, as requested; and provide general legal advice concerning law enforcement issues, as needed.

Compensation
2024 $275.00 attorney/$165.00 law clerk/paralegal
2025 $286.00 attorney/$171.60 law clerk/paralegal
2026 $297.44 attorney/$178.46 law clerk/paralegal
2027 $309.34 attorney/$185.60 law clerk/paralegal
2028 $321.71 attorney/$193.02 law clerk/paralegal

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennis Mejia Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: DESIGN SERVICES AGREEMENTS FOR ON-CALL WATER AND SEWER ENGINEERING SERVICES

RECOMMENDATION: That the City Council approve three-year Design Services Agreements with six firms to provide On-Call Water and Sewer Engineering Services in the amount of $200,000 per year for a three-year total not-to-exceed amount of $600,000 for each firm, and authorize the City Manager, or his designee, to execute said Agreements and future amendments within the authorized limits.

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

FISCAL IMPACT: The proposed firms have agreed to fixed billing rates set forth in their respective Agreements on an on-call, as-needed basis for the first year and will have an option to negotiate for hourly rate increases not to exceed 3% per year for the additional years. At the City's discretion, up to two additional one-year extensions may be executed. If approved, appropriations will be included in future annual budgets in the Water and Sewer Capital Funds to the City Council for approval as needed for on-call design services. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City's Water and Sewer Master Plans recommend numerous capital improvement projects to maintain water and sewer service reliability to the community. The City's sewer system includes approximately 450 miles of pipeline, about 40% of which is more than 50 years old. Similarly, the City's water system includes approximately 630 miles of pipeline, about 20% of which is more than 50 years old. Replacement and maintenance of aging and undersized facilities is part of the City's ongoing capital improvement program to maintain the reliability of water and sewer services to the residents and businesses of Ontario.

Over the next three years, Ontario Municipal Utilities Company will be engaging these firms in planning and design efforts related to approximately 60 projects totaling about $230 Million. The types of projects range from, recycled and water main improvements, treatment, facility improvements, construction of new wells, sewer main improvements, lift station improvements, sewer main lining improvements, and alternative water supply assessments.

Due to the volume of projects, Staff is recommending Agreements to be awarded to a total of six qualified firms to ensure timely and cost-effective options for each project. Additionally, Staff is recommending that all Agreements be executed between the firms and the City so that any City Agency can use these firms (other Agencies are required to amend the Agreements for their specific projects and provide funding sources). This procedure reduces overhead costs and increases efficiency in completing critical projects, ultimately resulting in more satisfactory work product delivery.

Firms will be utilized for small and large-scale projects. As projects arise, Staff will request cost proposals from the firms and evaluate. It is anticipated that cost will exceed $200,000 per year based on the amount of Capital projects within the next three years. Once costs exceed the $200,000 limit per year, Staff will bring proposed Amendments to City Council with specific project cost increases.

On December 22, 2023, the City solicited requests for qualifications (RFQ) for On-Call Water and Sewer Engineering Services. Fourteen bids were received through the City's electronic bid management system in response to Bid No. 1740. Responses from the following companies were evaluated:

Company	**Location**
Adams Streeter Civil Engineers Inc.	Irvine, CA
AKM Consulting Engineers Inc.	Irvine, CA
Albert A Webb Associates	Riverside, CA
Ardurra Group Inc.	Tampa, FL
GHD Inc.	Irvine, CA
Hazen and Sawyer	Irvine, CA
IDS Group Inc.	Corona, CA
IMEG Corporation	Ontario, CA
J Smith & T Muli Inc.	San Juan Capistrano, CA
Jenkins/Gales & Martinez Inc.	Los Angeles, CA
Kleinfelder Inc.	San Diego, CA
Robert Borders & Associates	Costa Mesa, CA
Stantec Consulting Services Inc.	Edmonton in Alberta, Canada
TKE Engineering Inc.	Riverside, CA

Using a qualifications-based selection process, a panel of City Staff reviewed the statements of qualifications for all companies that submitted a response to the RFQ. Hazen and Sawyer, GHD Inc., Stantec Consulting Services Inc., Albert A Webb Associates, Ardurra Group Inc., and TKE Engineering

Inc., were determined to be the most qualified firms. The recommendation to award Design Services Agreements to these firms is based on their broad range of expertise as demonstrated by their services provided to municipal agencies and capability to perform the work in a timely manner.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____ __, **2024** by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **Hazen and Sawyer,** a **CORPORATION** with its principal place of business at **7700 Irvine Center Drive, Suite 200, Irvine CA 92618** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional **engineering** design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an **engineer** in the State of California.

2.3 Project. City desires to engage Consultant to render such services for the **On-Call Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 **Engineer of Record.** Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultant hereby designates **Cindy Miller, PE** (License No. C 58116) to act as the **Engineer of Record** for the Project. The **Engineer of Record** shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the **Engineer of Record** shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new **Engineer of Record** shall be of at least equal competence as the prior **Engineer of Record**. In the event that City and Consultant cannot agree as to the substitution of a new **Engineer of Record**, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the **Engineer of Record**, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Cindy Miller, PE, Hampik Dekermenjian, PE, BCEE, and Jack Adam, PE.**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Dennis Mejia, PE, Utilities Engineering Division Manager**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Six Hundred Thousand Dollars ($600,000)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review

the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain

registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

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

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

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any

subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

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

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

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

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

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

3.15.4 Automobile Liability

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

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

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

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

3.15.5 Workers' Compensation/Employer's Liability

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

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

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and

in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

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

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

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

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

3.15.8 Evidence Required

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

3.15.9 Policy Provisions Required

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

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

3.15.12 Subconsultant Insurance Requirements

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

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for **engineering** services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

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

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

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

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	**Hazen and Sawyer.**
303 East "B" Street	**7700 Irvine Center Drive, Suite 200**
Ontario, CA 91764	**Irvine, CA 92618**
Attn: **Dennis Mejia, PE, Utilities Engineering Division Manager,**	Attn: **Cindy Miller**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

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

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which

are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HAZEN AND SAWYER.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

HAZEN AND SAWYER.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting engineers to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of six (6) qualified firms to assist with On-Call Design Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various disciplines (e.g. Engineering, Architecture, Construction, Hydraulic Modeling, Fire Flow Modeling, Feasibility Studies, etc.) with the intention of maintaining a list of multiple qualified prime engineering firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Design Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL DESIGN SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Design Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Design Services Agreement for further requirements.

Expected services to be provided under this on-call contract will be performed under a task order system, need to be designed following City Guidelines or associated governing agency guidelines, and may include:

Capital Improvement Project Division

- Feasibility Studies
    - Preparing and/or updating Guidance Documents for Utility Feasibility Studies and Technical Reports
- Environmental services for CEQA/NEPA
- Geotechnical Investigations
- Erosion Control and Storm Water Pollution Prevention Plans
- Permitting and Grant writing support
- Surveying and Mapping
    - ALTA Surveys
    - Easements, Right of Way Preparation, and Mapping
    - Topographic Mapping
    - Field Design Surveys
    - Boundary Surveying and Monumentation
    - Benchmarks and centerline tie information
    - Legal Descriptions and Exhibits
    - Construction Staking
    - Conduct Potholing Services
- Construction Documents Development
- Street Improvements and Highway Design Engineering
- Civil, mechanical, electrical, structural, instrumentation design using AutoCAD 2023 or later
    - Transmission, Collection & Distribution Pipelines (water, sewer, recycled water, storm drain, etc.) facilities including water pipelines (transmission and distribution)
    - Groundwater Wells
    - Pump Stations
    - Pressure Reducing Stations
    - Reservoirs
    - Sewer Lift Stations
- Construction Engineering Support Services
    - Provide RFI review and response services
    - Submittal review and response services

- Project coordination services with City hired Construction Manager
- Final inspection and punch list services
- Convert Contractor's redlines to record drawings

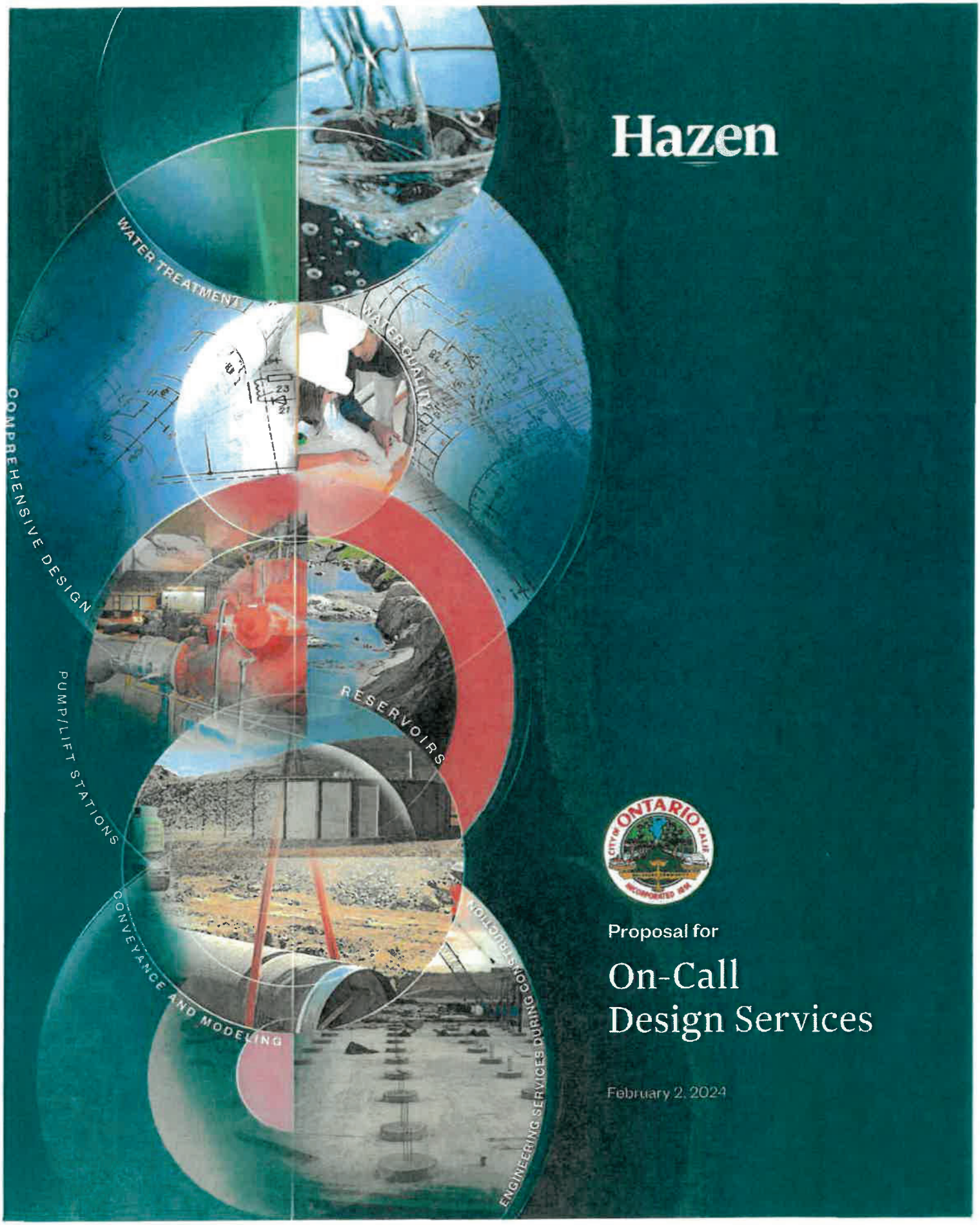
Planning and Land Development Division

- Master planning to include infrastructure master plans
  - Hydraulic Modeling
  - Flow Monitoring
  - Demand factor assessment
- Asset management program support
- Risk and Resilience Assessment
- Site Security Assessment
- Emergency Response Plan
- Facilities Condition Assessment
- Updating City Water and Sewer GIS
- Hydrology and Drainage Engineering
  - Hydraulic modeling and GIS support services conforming with San Bernardino County Hydrology Manual
  - Hydrology Studies and hydrologic calculations
  - Hydrogeologic engineering services related to groundwater well rehabilitation and installation
- Hydraulic Modeling and Model Maintenance
  - The potable and recycled water model is in Innovyze InfoWater, the sewer model is in Innovyze InfoSewer, and both are running in the ArcMap 10.7.1 environment.
  - Updating Model Geometries using City Water and Sewer Atlas GIS shapefiles and Water and Sewer Improvement Construction/Record Drawings.
  - Updating Model Demands, Patterns, and Peaking Factors based on development and meter data.
  - Creating and Running New Scenarios.
  - Model Verification and Calibration to assure that the model can run properly.
  - Preparing Utility Hydraulic Analysis Studies and Reviews.
  - Reviewing OMUC Staff or Developer/Engineer modeling work and providing summary validation reports.
  - Peer Review of Utility Hydraulic Analysis Studies and Reviews, and Utility Feasibility and Technical Studies.
  - Fire Flow Analysis

Water Resources and Water Quality Division

- Water Resources Planning and Management Support Services
  - Urban Water Management Plans - Preparation, Updates, and Amendments
  - Water Supply Assessments and Written Verifications
  - Hydrogeological Studies and Geotechnical Engineering
  - Water Use Surveys
  - Wastewater Flow and Strength Studies
  - Water Conservation and Audits
  - Recycled Water Use Studies and compliance with State Water Board and Regional Water Quality Control Board requirements

- Laboratory Testing
- Water and Wastewater Low/High Flow Monitoring (On-site Private & Public)
- Water and Wastewater Quality Sampling (On-site Private & Public)
- Sewer System Management Plan Update
- Sewer System Management Plan Audit



Hazen

Proposal for

On-Call Design Services

February 2, 2024

Hazen and Sawyer
7700 Irvine Center Drive, Suite 200
Irvine, CA 92618 • 949.557.8549

February 2, 2024

Purchasing Department
City of Ontario

Re: Proposal for On-Call Design Services

The Ontario Municipal Utilities Company (OMUC) has a large CIP that must be delivered on schedule in the coming years. Hazen understands the need to drive the schedule for your projects under this on-call engineering services contract. Expediting the schedule will help keep OMUC maintain its performance rate and keep projects on budget. However, Hazen will not rush any project at the expense of achieving quality. Delivering top quality work products to OMUC is our top priority.

Hazen offers proven design expertise, exceptional technical service, full range of local resources, and proven reliability to perform all the engineering services required, including services during construction for projects. Hazen brings the following value to OMUC:



Proven Project Management. The Hazen Team will be led by our Project Delivery Manager, Cindy Miller, PE who serves as a Vice President and brings over 30 years of experience in project management, planning, design, and construction of water and wastewater projects for municipal clients throughout California. Cindy will be your main point of contact and will respond quickly to assemble the most qualified team of experts to accomplish OMUC's selected projects on time and on budget. Cindy is committed to the successful delivery of your projects.



Depth and Breadth of our Team. We understand through the on-call engineering services contract there could be a wide range of projects requiring multi-discipline expertise. Therefore, our team has been assembled to include the depth of resources and breadth of skills to handle any potential project. Additionally, Hazen continues to build our depth of experienced local resources which is reflected in our organizational chart and personnel biographies for this on-call. Our responsive culture and flexible team organizational structure allow us to be efficient in developing and delivering both programs and projects varying in size and complexity. Our lead project team members are prepared to manage multiple assignments or to provide rapid response for an urgent project.



Delivering Value-added Service. Hazen will focus on providing value-added service to the OMUC. Each project has its unique challenges, and we will collaborate with our in-house experts to analyze projects in advance and develop smart solutions that benefit OMUC. For example, Hazen is a top firm with highly specialized staff providing services for water, wastewater, recycled water, and advanced water purification projects. Our depth of experience extends to conveyance systems, water resources planning, and related services. This experience in "All Things Water" means that Hazen can help OMUC navigate the myriad of issues that may arise on various projects and provide solutions to keep projects moving forward. We will also look for ways to reduce

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Hazen

construction costs through in-house value engineering and constructability reviews. Another important objective is planning for and minimizing permitting requirements which can derail projects if not managed. Hazen is committed to finding ways to save OMUC time and money through well thought-out project planning and execution.



On-Call Contract Experience. We have a long history of working on general engineering "on-call" contracts (about 40+ in California alone) with municipal clients that have similar facilities and operations. These contracts include agencies with infrastructure and challenges very similar to OMUC. Hazen understands the requirements of an on-call contract which can have multiple task orders at any one time versus a single CIP assignment and the need to dedicate our staff accordingly. Hazen's biggest value to these on-call contracts is our ability to respond quickly and deploy rapidly with a team of experts to address any challenge OMUC may face.



Integration of Operations & Maintenance. Hazen inherently considers the concerns of the Operation & Management (O&M) from the outset of a project. We can do this because many of our key team members have experience with operations and maintenance. Our experts are not solely engineers behind a desk; they are "roll-up your sleeves" engineers who recognize the need to work closely with the engineering staff while listening and responding to the needs of O&M staff.

Since our founding in 1951, Hazen is known for its superior technical work and remains one of the top engineering firms in the nation focused entirely on "ALL THINGS WATER." Based on a commitment to quality and excellent client service, Hazen has grown to over 1,700 engineering professionals in 68 offices across the United States and around the world. Since its inception, Hazen has been assisting clients facing challenges common among wastewater and water utilities across the country that include rising costs, aging infrastructure, increasing regulatory requirements, environmental complexities, and a changing workforce; all while continuing to deliver a committed level of service at the lowest overall lifecycle cost to its customers.

We appreciate the opportunity to submit this proposal to OMUC. Should you have any questions regarding our response to this RFP, please contact Cindy Miller at (714) 814-4909 or via e-mail cmiller@hazenandsawyer.com. This proposal is signed by Cindy Miller, Jack Adam, and Hampik Dekermenjian who are authorized as Vice Presidents to bind Hazen and act as Project Delivery Managers to meet the City's requests.

Regards,

Hazen and Sawyer

Cindy Miller, PE
Vice President
Irvine Operations Manager

Jack Adam, PE
Vice President
San Diego Operations Manager

Hampik Dekermenjian, PE, BCEE
Vice President
LA Operations Manager

Section 1

Executive Summary

Section 1

Executive Summary

Hazen is a nationally-recognized civil engineering firm, specializing in the engineering and management of water supply, distribution, and treatment; wastewater collection, treatment and disposal; water resources, and stormwater management. Since 1951, Hazen has been providing our clients with unparalleled access to expertise for all facets of water projects. We focus on finding the most innovative and appropriate solutions for our clients. The Hazen Team offers OMUC a combination of local knowledge and experience, resources, and expertise ideally suited to OMUC.

Leveraging Extensive On-Call Experience

From New York City to Southern California, Hazen has helped agencies solve their most difficult issues through on-call and standard contracts. Because all we do is water, our technical expertise reaches across all OMUC assets and facilities. In California, Hazen has approximately forty on-call contracts with public utilities with services similar to those requested by OMUC for this on-call contract. Recent and relevant on-call contracts that best show our available wide range of practice areas (water treatment, conveyance, etc.) include On-Call Engineering for Metropolitan Water District of Southern California; San Diego County Water Authority, Eastern Municipal Water District, Rancho California Water District, and City of Chino.

Managing Project Success

Organized project management is critical to ensuring that the project is successfully executed. Project management is part of the culture at Hazen and starts with the development of a detailed project work plan, checks and balances for budget and schedule monitoring, and a project Quality Assurance Plan that outlines policies and procedures required for execution of the project. However, quality doesn't enter our projects simply as a result of any company procedures; it is an attitude within each of our staff about providing the highest quality work to our clients while remaining within our budgetary constraints. Quality assurance is not relegated to reviews before deliverables or milestones, but is an ongoing activity. This differentiator has earned Hazen the reputation for delivering exceptional technical work products coupled with outstanding quality service.

On-Call Services Approach



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Section 2

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Appendix

A Resumes

B Fiscal Stability

Section 3

Identification of Proposer

Section 3

Identification of Proposer

Hazen is a nationally recognized engineering firm and industry leader that offers the experience and expertise required to deliver planning, design, and construction support services for all project types. We focus on finding the right solutions for our clients.

Since 1951, Hazen has focused on **all things water®** and have concentrated on two critical activities – helping our clients provide safe drinking water to their customers, and controlling water pollution and its effects on the environment. Hazen assembles customized teams to provide highly qualified resources for each task order, and by utilizing this approach, has successfully completed thousands of assignments in the United States for governments, utilities, and industry. These have ranged in scope from simple analyses for small communities to multi-municipal, multi-million dollar projects. We are a preeminent, full-service environmental engineering consulting firm, and can offer exceptionally qualified personnel available immediately to assist you with your projects.

Legal Name and Address

Hazen and Sawyer
498 Seventh Ave, 11th Floor
New York, NY 10018

Legal Form of Company: Corporation

Parent Company: N/A

Hazen Irvine Office

7700 Irvine Center Drive, Suite 200
Irvine, CA 92618

Number of years Hazen has maintained offices in Irvine: 11

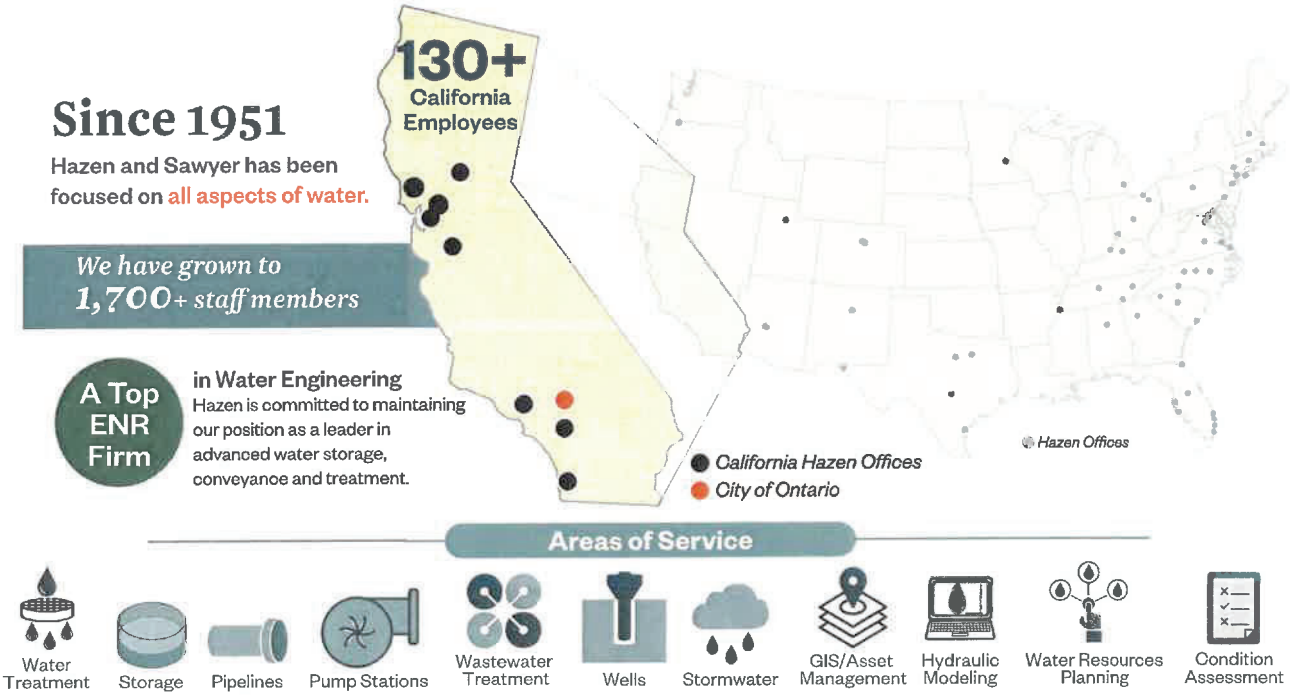
Number of Employees in Irvine: 28
Number of Employees in Los Angeles: 36
Number of Employees in San Diego: 34

City of Ontario Business License Number: 12431680

Department of Industrial Relations Number: 1000018843

Proposal/Contract Execution Contact

Cindy Miller, PE
Vice President
7700 Irvine Center Drive, Suite 200
Irvine, CA 92618
(714) 814-4909
cmiller@hazenandsawyer.com



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Section 4

Staffing Resources

Section 4

Staffing Resources

The Hazen Team will be led by three accomplished, experienced Project Delivery Managers with strong technical skills in Water Treatment, Stormwater and Conveyance projects who will provide the vision and organization to guide our team to successfully deliver all of OMUC's projects and principally responsible for working with the City. They will work closely with OMUC leadership to ensure project goals are achieved.



30+ years of experience

Cindy Miller, PE - Vice President

Ms. Miller serves as Hazen's Operations Manager for the Irvine office. She will serve as Hazen's primary project delivery manager. She has 30 years of experience in the planning design and construction of water supply, treatment, drinking water, and conveyance projects. Ms. Miller has delivered projects in the Chino Basin for the past 25 years and is the Principal in Charge on multiple water treatment projects for the City of Chino, City of Chino Hills, and CDA within and adjacent to the City of Ontario jurisdiction. Ms. Miller's ability to mobilize a diverse group of staff, bringing in outside experts as needed, anticipates and supports OMUC's needs for all types of projects contemplated by OMUC.



32+ years of experience

Hampik Dekermenjian, PE, BCEE - Vice President

Mr. Dekermenjian serves as Hazen's West Region Client Service Leader and Operations Manager for the Los Angeles office. He has 32 years of experience in water resources, drinking water, recycled water, wastewater and conveyance projects. He has spent the last 15 years specializing in water resources, specifically stormwater management and integrated resource planning throughout the state of California. An accomplished strategist, stakeholder facilitator and project director, he provides technical and management capabilities to work in collaborative settings involving complex projects and stakeholder interests. He has a wide variety of experience in large project executions, stakeholder collaboration and stormwater management strategies.



33+ years of experience

Jack Adam, PE - Associate Vice President

Mr. Adam serves as Hazen's Operations Manager for the San Diego office. He has 33 years of experience in water, wastewater and recycled water distribution, and conveyance and storage projects and is Hazen's Southern California Conveyance Practice Leader. Jack has served as project/design manager on a multitude of major water resource projects throughout the U.S. Pipeline sizes ranging from 8 to 102 inches in diameter and pump station up to 10,000 Hp. He has managed a wide variety of projects from initial planning, through design, construction and operation.

Together Cindy, Hampik, and Jack form a strong Hazen southern California leadership team who will be available and committed to the City of Ontario and OMUC throughout the duration of the contract. Their continued involvement will ensure Hazen's commitment to responsiveness and delivering high quality, innovative work products.

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Organization Chart

Hazen brings industry experts to work with challenging problems and responsive to meet your schedules, budgets and standard

The organization chart below shows the management t, operations, and project management staff. We have identified support teams that will assist our task leads as ne experience in project design and execution. Their leadership and team management skills will guide the individual t



Additional technical support staff under each category have not been li

Civil
Ian Mackenzie, PE
Tori Yokoyama, PE
Gregg Cummings, PE

Electrical
Alan Mlakar, PE
Jack Yao, PE
Daniel Loza, EIT
Patrick Bowles, PE

Architecture
William Russell, AIA, PE
Cassandra Cox, AIA

Plumbing/HVAC
Swaid Alhajri, PE
Danny Reagan, PE, LEED

affic Control
vid Kuan[2]

otechnical Engineering
nverse[1]

Utility Locating/Potholing
AirX[5]

Survey and Right of Way
Calvada Surveying[6]

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• Task Leads [1]Converse Consultants [2]Traffic Control Engine

TREATMENT FACILITIES

Nicole Blute, PhD, PE

WATER TREATMENT FACILITIES LEAD



Education

- ✓ Ph.D., Environmental Engineering, MIT
- ✓ B.S., Environmental Science, University of Rochester
- ✓ B.A., Chemistry, University of Rochester

Certification/License

- ✓ Professional Engineer

Qualifications

- Dr. Blute has over 27 years of experience in drinking water treatment and aquatic chemistry. She specializes in drinking water treatment and system planning particularly for impaired groundwater.
- She is a leader in chromium-6 treatment, having led over a decade of technology testing forming the basis for the Best Available Technologies set by California.
- Dr. Blute develops and is the project manager on a wide variety of water projects, notably facility planning, groundwater treatment projects, distribution system water quality projects, technology testing for emerging inorganic and organic constituents, and disinfection strategy evaluations. Dr. Blute has experience in regulatory agency compliance and funding applications for municipalities.

Joel Bowdan, PE

WATER TREATMENT FACILITIES
PUMPS/BOOSTER STATIONS



Education

- ✓ B.S., Civil Engineering, Lawrence Technological University, Southfield, MI

Certification/License

- ✓ Professional Engineer

Qualifications

- Mr. Bowdan is an experienced registered professional civil engineer with 30 years of experience in the planning and design of water and wastewater infrastructure including pipelines, lift stations, booster stations, production wells, storage tanks, treatment facilities, and combined sewage overflow elimination facilities.
- His expertise includes complex pumping, control valve, and piping system layout, hydraulic design, groundwater supply and treatment facility design, brackish water reverse osmosis membrane desalinization, electrodialysis reversal (EDR) treatment for recycled water, alternative treatment for cooling tower systems, and other process related design.
- Mr. Bowdan is currently providing his expertise to CVWD on the IXTP 7991 Replacement project.

Silvana Ghiu, PhD, PE

WATER TREATMENT FACILITIES



Education

- ✓ Ph.D., Environmental Engineering, University of South Florida
- ✓ M.S., Environmental Science and Policy, Central European University, Hungary

Certification/License

- ✓ Professional Engineer

Qualifications

- Dr. Ghiu has extensive experience in membrane treatment systems covering many aspects of project development, from feasibility study, pilot testing, detailed design and design review, manufacturing, cost estimation, comprehensive energy consumptions estimation and optimization, O&M integration with design etc.
- Silvana's expertise includes groundwater water quality assessment and treatment as well as evaluation of disinfection stability in distribution water systems.
- She has hands on experience in piloting both membranes and conventional water and advance treatment waste water systems.

Fred Gerringer, DEnv, PE, BCEE

WASTEWATER & RECYCLED WATER
TREATMENT FACILITIES LEAD



Education

- ✓ D.Env, UCLA, Los Angeles, CA,
- ✓ M.S., Civil/Environmental Engineering, UCLA, Los Angeles, CA
- ✓ B.S., Civil/Environmental Engineering, University of California at Berkeley, Berkeley, CA

Certification/License

- ✓ Professional Engineer
- ✓ Board Certified Environmental Engineer

Qualifications

- Dr. Gerringer serves as Hazen's West Region Water Reuse Practice Leader.
- He has over 20 years of experience working in the public and private sectors on water reuse, drinking water, and wastewater projects throughout California.
- He has managed projects at all stages of development, from initial planning and design through construction and startup.
- His proficiency in advanced treatment processes includes membrane filtration, reverse osmosis, advanced oxidation, and ozonation. In recent years, he has applied his expertise to the management of complex water reuse projects for a variety of municipal clients.
- Dr. Gerringer is the project manager for a small scale indirect potable reuse project for the Rancho California Water District and has experience in both DPR and IPR

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Steven Malloy, PE

WASTEWATER & RECYCLED WATER TREATMENT FACILITIES



Education

- ✓ Engineering Management Certificate, UC Irvine, CA
- ✓ M.S., Civil/Environmental Engineering, Stanford University, Palo Alto, CA
- ✓ B.S., Civil Engineering, Cal Poly, Pomona, CA

Certification/License

- ✓ Professional Engineer

Qualifications

- Mr. Malloy brings over 40 years of experience in drinking water, recycled water, wastewater, and biosolids projects.
- He has spent the last 20 years specializing in planning, design, and construction management of various treatment projects.
- Prior expertise included capital projects for drinking and recycled water distribution pipelines, pump stations, and reservoirs as well as sewage collection systems.
- He has experience with treatment plant control systems, community out-reach, regulatory agency compliance, and communication with water district management.

WATER RESOURCE PLANNING

Kirsten Plonka, PE

WATER RESOURCE PLANNING LEAD



Education

- ✓ BS, Civil Engineering, California Polytechnic State University, San Luis Obispo
- ✓ MS, Management, Colorado State University, Global Campus (in-process)

Certification/License

- ✓ Professional Engineer

Qualifications

- Ms. Plonka brings over 20 years of experience in the planning, design, and management of water, wastewater, and recycled water systems.
- She specializes in project management, hydraulic modeling, feasibility studies, infrastructure and water resource planning studies, and master planning, including Capital Improvement Plans and budgeting.
- She is well versed in funding alternatives, regulatory compliance, and public policy development. Kirsten's experience includes database development and integration of geographic information systems (GIS) with hydraulic models, recycled water customer databases, and asset databases.

Luke Wang, PE

WATER RESOURCE PLANNING



Education

- ✓ M.S., Earth & Environmental Engineering, Columbia University
- ✓ B.S., Earth & Environmental Engineering, Columbia University

Certification/License

- ✓ Professional Engineer

Qualifications

- Mr. Wang specializes in water resources planning and operations and has extensive experience in data management, analytics, and decision support.
- His experience includes reservoir operations, source water allocation planning, demand projection, and infrastructure capacity planning.
- He is a skilled data scientist and has designed models for system optimization and water supply / quality forecasting.
- He is a specialist in data visualization and communication as he has developed analytical dashboards for several applications in the water industry.

PIPELINES

Tori Yokoyama, PE

PIPELINE LEAD AND WATER RESOURCE PLANNING



Education

- ✓ B.S., Civil Engineering, California State Polytechnic University, San Luis Obispo

Certification/License

- ✓ Professional Engineer

Qualifications

- Mr. Yokoyama has extensive experience developing hydraulic models, performing hydraulic analyses, and preparing master plan reports for various public sector clients.
- He is proficient in all hydraulic modeling platforms commonly used by various agencies. He is a detailed and hands-on engineer that understands how to efficiently move a project forward from start to finish.
- His most recent master plan experience includes management of master plans for the Cities of Beverly Hills, Chino Hills, Chino, and Trabuco Canyon Water District.
- Mr. Yokoyama is also an experienced engineer and Project Manager in the design and preparation of construction plans, specifications and cost estimates for large water and wastewater projects throughout Southern California.

Jerimy Borchardt, PE

PIPELINES DESIGN ENGINEER



Education

✓ B.S., Civil Engineering, California State University, Fresno, CA

Certification/License

✓ Professional Engineer

Qualifications

- Mr. Borchardt's expertise includes the design and construction of multi-discipline conveyance projects involving complex hydraulics, pipeline design, detailed pump station mechanical design, Instrumentation and Control strategies, and SCADA integration.
- He is experienced in site civil design and layout, extensive utility relocation design and coordination, conducting route analysis, and evaluation of construction methods.
- He was Project Manager for design of the Manhattan Beach water system pipeline replacements projects.

PUMP/BOOSTER STATIONS

Steven Conner PE

PUMPS/BOOSTER STATIONS LEAD & WELLS LEAD



Education

✓ B.S., Civil Engineering/Water Resources, University of California, Irvine

Certification/License

✓ Professional Engineer

Qualifications

- Mr. Conner has been the lead pump station engineer for numerous potable water pump station projects.
- Mr. Conner has expertise in vertical turbine as well as horizontal centrifugal pump design, is well versed in Hydraulic Institute design standards, and has designed many pump stations that have been outfitted with electric motors, natural gas driven engines, VFDs (including watercooled VFDs), and backup generators.
- Mr. Conner has in-depth technical expertise in pump station hydraulic analyses, system curves development, pump selection evaluation, and surge analyses.

Steve Diamond, PE, BCEE

PUMPS/BOOSTER STATIONS & GROUNDWATER TREATMENT



Education

✓ B.S., Civil Engineering, Lehigh University, Bethlehem, PA

Certification/License

✓ Professional Engineer
✓ Board Certified Environmental Engineer

Qualifications

- Mr. Diamond has 29 years of experience with planning, pilot testing, detailed design, and operations assessments, including start-up and training, for various potable water treatment, potable reuse and wastewater treatment applications.
- Mr. Diamond has managed and coordinated multi-disciplinary design teams to deliver planning documents, and construct documents for hard bid construction projects as well as design build projects.
- He is a registered Civil Engineer (PE) in California and a Board Certified Environmental Engineer with AAEE. Mr. Diamond specializes in the planning, design and implementation of advanced treatment technologies for potable water treatment and water reuse.

WATER RESERVOIRS & TANKS

William Malone, PE, PMP

WATER RESERVOIRS AND TANKS LEAD & WELLS AND PIPELINES



Education

✓ B.S., Civil Engineering, California State Polytechnic University, Pomona

Certification/License

✓ Professional Engineer
✓ Project Management Professional

Qualifications

- Mr. Malone has over 34 years of experience in conveyance and drinking water projects. He has spent the last 30 years specializing in conveyance infrastructure facilities; collection and transmission pipelines, pumping stations, lift stations, water wells, reservoirs, and wellhead treatment facilities.
- An accomplished program, project, and construction manager, he provides technical and management capabilities to work in collaborative settings involving complex projects and community interests.
- He has an extensive experience in project management and has managed a wide variety of projects from initial planning, including master facility plans and engineering feasibility studies through design, including plans, specifications, and engineering cost estimates, to construction, including construction manager, contract administrator, project coordination with stakeholders and constructability reviews.

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Wyatt Dressler, PE

WATER RESERVOIRS & TANKS



Education

- ✓ B.S., Civil Engineering, California State University Northridge

Certification/License

- ✓ Professional Engineer

Qualifications

- Mr. Dressler specializes in structural and seismic design for water and wastewater treatment facilities, water storage facilities and support systems for conveyance pipelines and process mechanical equipment.
- Mr. Dressler has experience with design of supports for nonstructural components and design of foundations for non-building structures.
- Mr. Dressler has experience with structural modeling as well as seismic evaluation and structural condition assessment of existing structures, and preparation of technical reports and memoranda.

WELLS/GROUNDWATER REPLENISHMENT

Russell Kyle, PG, CHG

WELLS HYDROGEOLOGY LEAD



Education

- ✓ MS, Environmental Hydrogeology, California State University – Los Angeles
- ✓ BS, Geology, California Polytechnic University – Pomona

Certification/License

- ✓ Registered Professional Geologist

Qualifications

- Mr. Kyle has a wide variety of groundwater resource related projects for public and private clients within the western United States, Mexico, and Africa, with a focus on groundwater resources development in Southern California.
- The scope of his technical experience includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field condition assessments, well rehabilitation, desalination feedwater supply studies, and geophysical surveys.
- Over the course of his career he has been responsible for installation of more than 150 water supply wells and 70 monitoring wells and exploratory borings, including management of a team of field inspectors, coordination with drilling contractors and regulatory agencies, well design, and CM.

Richard Slade, PG, CEG

WELL DRILLING AND GROUNDWATER RECHARGE



Education

- ✓ University of California, Los Angeles, B.A.,Geology
- ✓ University of Southern California, M.S., Engineering Geology,

Certification/License

- ✓ Professional Geologist, California
- ✓ Certified Engineering Geologist, California

Qualifications

- Major fields of hydrogeologic emphasis for Mr. Slade include groundwater resource development (basin-wide studies, and water well design and construction), and aquifer analysis. Principal projects have involved, evaluations of entire groundwater basins, aquifer test analyses, assessment of water quality problems and groundwater degradation, design of water wells for municipal supply, well rehabilitation assessments, monitoring of all phases of water well construction, locating and designing groundwater monitoring networks, and providing expert witness testimony for groundwater litigation.
- His types of work have included feasibility studies for determining final locations for new wells, designing new wells, monitoring of the construction of new wells, working with drilling contractors, evaluating down-hole problems (such as sanding) in existing wells, and developing protocol for water well rehabilitation.

Stephanie Botha

WELLS HYDROGEOLOGY



Education

- ✓ M.Sc., Hydrogeology, University of Birmingham, U.K.,
- ✓ B.Sc., Geology, University College London, U.K.

Qualifications

- Ms. Botha has 16 years professional experience working in planning, approvals, permitting, regulatory compliance, and project management on behalf of private and public clients across a broad range of industry including infrastructure, environment, water, contaminated land, decommissioning and restoration, transportation, oil and gas, waste management, marine geoscience, and mining.
- Over the last five years, Ms. Botha has provided technical support and management of staff for a variety of projects including hydrogeological assessments, contaminant hydrogeology, groundwater remediation and restoration, water quality analysis, permitting of extremely impaired groundwater sources, design, installation, and testing of production and monitoring wells, groundwater monitoring and field sampling programs, and helped develop greenhouse gas emissions guidance for the marine geoscience survey activities industry.

Natasha Raykhman, PG

WELL DRILLING AND GROUNDWATER RECHARGE



Education

- ✓ MS, Hydrogeology, Moscow University
- ✓ BS, Geologic Science, Moscow University

Certification/License

- ✓ Professional Geologist, California

Qualifications

- Ms. Raykhman has over 30 years of experience with conjunctive use, water recycling, groundwater remediation, and groundwater storage and recovery projects.
- She is an expert in developing complex groundwater models and using these models for water budget/safe yield analyses; evaluating recycled water injection and spreading; assessing the effectiveness of the sea water intrusion barriers, siting spreading basins and wells; and designing and optimizing wellfields.
- Ms. Raykhman managed groundwater modeling, conjunctive use and water recycling projects in many basins in Southern California, including West Coast Basin, Central Basin, San Fernando Valley Basin, San Gabriel Basin, and Irvine Subbasin.

STORMWATER FACILITIES

Jenn Coryell, PE

STORMWATER FACILITIES LEAD



Education

- ✓ M.A., Public Policy and Public Administration, Eastern Illinois University, Charleston, IL
- ✓ B.S., Civil Engineering, Marquette University, Milwaukee, WI

Certification/License

- ✓ Professional Engineer

Qualifications

- Ms. Coryell is a senior associate with Hazen and a licensed professional engineer with 18 years of experience in water resources planning and design.
- Her areas of expertise include watershed planning, multi-benefit project conceptualization, green infrastructure planning and design, integrated water resources planning, Total Maximum Daily Load (TMDL) and MS4 Permit compliance planning, and policy planning.

Gabrielle Skipper, PE

STORMWATER FACILITIES



Education

- ✓ MS, Biological and Agricultural Engineering, North Carolina State University
- ✓ BS, Civil Engineering, University of Virginia

Certification/License

- ✓ Professional Engineer

Qualifications

- Ms. Skipper brings a combined 19 years of experience in the public sector and private sector.
- She served as a federal civilian Environmental Engineer with the US Navy/Marine Corps for more than 11 years, with a focus on water resources engineering, project management and program management.
- She has worked at all levels of government, local, state and federal, and brings an understanding of the client perspective to her work as a consultant.

Matthew Jones, PE

STORMWATER FACILITIES



Education

- ✓ PhD, North Carolina State University
- ✓ BS, North Carolina State University

Certification/License

- ✓ Professional Engineer

Qualifications

- Matthew is a recognized expert in the planning and implementation of climate resilience infrastructure. He has played a key role in several marquee climate initiatives.
- He is the corporate lead for coastal and inland stormwater programs, addressing the combination of sea level rise and high intensity rain event. Matthew consistently supports the California technical team.

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Subconsultants

Hazen has partnered with highly qualified subconsultants that bring knowledge experience allowing our Hazen Team to mobilize quickly to provide reliable and consistent coverage for any on-call project type and scope of services.

Converse Consultants | Geotechnical

Converse Consultants was established in 1946 by Professor Frederick J. Converse in Pasadena, California to provide the construction industry with geotechnical engineering and geological services. Converse's local experience includes geotechnical services for wells, pump station, reservoirs, pipelines, water treatment plants and other related water projects. Recently, Converse completed the geotechnical investigation for the Chromium-6 water treatment facilities project as part of Hazen's team and has investigated sites all over California.

Kyle Groundwater | Goundwater

KYLE Groundwater, Inc. (KGI) was founded in early 2018 by Mr. Russell Kyle in response to demand for experienced and innovative hydrogeological solutions from our Southern California clients. Since that time, KGI has established a large local client base of water agencies and purveyors, and are continuing to grow. They have a reputation of approaching each of our projects with fresh eyes and providing a superior and customized work product.

Traffic Control Engineering | Traffic

Traffic Control Engineering has a substantial track record in preparing traffic control plans and detour plans, conducting traffic impact studies, and alternative underground utility alignment evaluations for construction work for public works projects. Their familiarity with local government requirements will be the greatest asset in assuring a timely and cost effective product.

Mr. David Kuan, P.E., principal of the firm, has had extensive working experience with both public and private sectors and also serves on the WATCH committee.

Calvada Surveying | Surveying Services

Calvada Surveying (Calvada) is a Disabled Veteran and Minority Owned land surveying firm founded in 1989 by Armando DuPont, PLS, and Edward Schenet, PLS. Headquartered in the City of Corona, Calvada provides professional land surveying services throughout the Western United States and offer the latest in land surveying technology including LIDAR and High-Definition Surveying (HDS), also known as 3D laser scanning. Hazen is excited to add Calvada to the team for projects that may require boundary and topographic surveys, mapping, aerial photogrammetry control, right-of-way and easement documentation, and other related land surveying services.

AirX | Utility Locating/Potholing

AirX Utility Surveyor's, Inc (AirX) is a WBE/SBE certified full-service Subsurface Utility Engineering (SUE) service provider since 2000. Hazen will utilize AirX to provide utility mapping services, vacuum excavation utility potholing services, and other utility locating services that may become necessary for project task orders issued under this contract. AirX expects to serve OMUC projects from their Ontario, CA office.

Richard C Slade & Associates | Well Drilling and Groundwater

Richard C. Slade and Associates, LLC (RCS) is comprised of a group of groundwater geologists focused on the development, protection, and management of groundwater resources throughout California. RCS is highly experienced in hydrogeology including groundwater resource development, well construction and rehabilitation, aquifer storage and recovery wells for groundwater injection, and related testing.

Section 5

Fiscal Stability

Section 5

Fiscal Stability

Hazen has provided a letter from our financial instituion stating our current line of credit and audited fanicial statements certified by a CPA in Appendix B.

Section 6

Experience and Technical Competence

Section 6

Experience and Technical Competence

Hazen provides an extensive list of representative projects. These projects provide the depth of relevant experience of the Hazen team and our premiere subconsultants. The representative projects have been selected to address the following categories, each category containing four to five projects.



Treatment Facilities

- Groundwater Treatment
- Recycled/Non-Potable treatment
- Miscellaneous Treatment



Conveyance Facilities

- Pipeline Improvements – Potable, Recycled, and Irrigation
- Pipeline Condition Assessment
- Meters, Valves and Appurtenances
- Cathodic Protection



Project Planning

- Hydraulic modeling
- Water Resources Planning
- Environmental



Pumping Facilities

- Pump/Booster Stations and Lift Stations



Storage Facilities

- Potable Water Tanks/Reservoirs & Recycled Water Reservoirs/Ponds



Hydrogeology

- Well Drilling and Rehab
- Groundwater Recharge / ASR
- Well Equipping

Treatment Facilities Design E

Hazen has planned, designed, and constructed many or providing groundwater treatment solutions throughout Southern California. Hazen is a recognized national ex cts successfully delivered throughout Southern California. Our clients in this area include: LADWP, Santa Clarita sin. Recent City of Chino plants include the Eastside Treatment Plant, State Street Treatment Plant and wells 4 & f Chino Hills, and Jurupa Community Service District, who can attest to our capabilities and quality work. We hav ane, hexavalent chromium, and PFAS), 97-005 permitting, and effective treatment strategies in the Basin.

		Project Title		Reference
TREATMENT FACILITIES	Groundwater Treatment Plant Improvements	**Long Beach Water Department** *GWTP Master Plan*	Aaron Duke, z, Hallie	Wendy Chen, PE, LBWD (562) 570-2324, wendy.chen@lbwater.org
		Los Angeles Department of Water and Pow *Owner's Agent for San Fernando Basin Groun* *Remediation*	lan Macken- rnoko, driguez, Tori r	Dave Christensen, PE, LADWP (213) 367-3080, dave.christensen@ladwp.com
		Water Replenishment District of Southern California *Calcium Chloride Chemical System Design*	er	Jessica Koop , PE, WRD, (562) 275-4719, jkoop@wrd.org
		City of Chino *Eastside WTP and State Street WTP*	Tori Yokoya- essler, Jack ar	Natalie Avila, City of Chino (909) 334-3406, navila@cityofchino.org
		City of Lomita *Cypress Water Production Facility GAC Upgr*	David n Mlakar,	Carla Dillon, PE, City of Lomita (310) 325-7110, c.dillon@lomitacity.com
	Recycled/Non-Potable Water Treatment	**Rancho California Water District** *Implementation of Small-Scale IPR Project*		Wendie Heie, PE, RCWD (951) 296-6985, heiew@ranchowater.com
		Western Municipal Water District *Design for PFAS Removal at Western's Water Recycling Facility*		Zuzanna Rand, P.E., WMWD (951) 571-7217, zrand@wmwd.com
		Los Angeles Department of Water and Pow *DC Tillman Advanced Water Purification Facil*		Andrew Han, PE, LADWP (213) 367-8753, andrew.han@ladwp.com
		Los Angeles Department of Water and Pow *Hyperion Advanced Treatment Facility*		Johan Torroledo, PE, LADWP (213) 367-2296, johan.torroledo@ladwp.com
		Los Angeles County Sanitation Districts *Advanced Water Treatment at Jont Water Pol* *Control Plant*	Bryce	Bruce Mansell, PE, LACSD (562) 908-4288 ext. 2839, bmansell@lacsd.org
	Miscellaneous Treatment	**Sweetwater Authority** *Lead and Copper Rule Revisions Action Plan* *Inventory*	ldt, Silvana	Justin Brazil, Sweetwater Authority (619) 409 6802, jbrazil@sweetwater.org
		Los Angeles Department of Water and Pow *Onsite Hypochlorite Generation Facilities*	oko	Ani Siyahian, LADWP (213) 367 3841, ani.siyahian@ladwp.com
		West Basin Municipal Water District *Barrier Pump Station and Basin Rehab Projec*	an Mlakar,	Joel Blair, WBMWD (310) 660-6233, joelb@westbasin.org
		Western Municipal Water District *As-Needed Constructability Review Services* *Capital Improvements Program*		Ronald Palacios, PE, WBMWD (818) 653-1510, rpalacios@wmwd.com

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Conveyance Facilities Design

Hazen has experience with designing water, wastewater, and recycled water mains. This experience in pressure pipes includes steel, cement mortar lined and coated (A experience in gravity pipe for wastewater application such as VCP (ASTM 700), RCP sewer pipe (ASTM C361), PVC 06) for trenchless applications. Hazen's team has extensive experience in both open-cut and trench pipeline instaberience using the trenchless installation methodology for crossing railroads, large and busy intersections, Caltraive areas, as well as deep cover (30 feet and deeper).

		Project Title		Reference
CONVEYANCE FACILITIES	Pipeline Improvements	**City of Manhattan Beach** *Pipeline Engineering*	ıdro Quiroz	Tim Birthisel, PE, City of Manhattan Beach (310) 802-5368, tbirthisel@manhattanbeach.gov
		City of Beverly Hills *La Brea Transmission Main*	Borchardt,	Vince Damasse, PE, City of Beverly Hills (310) 285-2491, vdamasse@beverlyhills.org
		Los Angeles Department of Water and Pow *Owner's Agent for San Fernando Basin Groun Remediation*	yle, Ian sler, Arief roz, David ma, Michelle	Dave Christensen, PE, LADWP (213) 367-3080, dave.christensen@ladwp.com
		City of San Diego *Otay 2nd Pipeline Phase 5 Replacement*	ıdoza, Chris	Ramesis Bustamante, Associate Civil Engineer, City of San Diego, (619) 533-3789, RWBustaman-te@sandiego.gov
		Moulton Niguel Water District *Crown Valley Parkway and Southwestern Transmission Main Rehab and Replacement*	onner	Sheldon Yu, PE, Moulton Niguel Water District (949) 425-3515, syu@mnwd.com
	Pipeline Condition Assessment	**Long Beach Water Department** *GWTP Master Plan*	uiroz, Peace Mlakar,	Wendy Chen, PE, LBWD (562) 570-2324, wendy.chen@lbwater.org
		West Basin Municipal Water District *Pipeline Condition Assessment*	i, Danny Loza, yle	Susanna Li, PE, WBMWD (310) 660-6238, susannal@westbasin.org
		Water Replenishment District of Southern California *Robert W Goldsworthy Desalter Condition Assessment*	i, Danny Loza, yle	Mario Bautista, PE, WRD of Southern California (562) 275-4284, mbautista@wrd.org
		Water Replenishment District of Southern California *Leo J Vander Lans AWTF Condition Assessm*	i, Danny Loza, yle	Jessica Koop, PE, WRD of Southern California (562) 275-4219, jkoop@wrd.org
		Goleta Sanitary District *10 year Capital Improvement Plan*	i, Danny Loza,	Steve Wagner, Goleta Sanitary District (805) 967-4519, swagner@goletasanitary.org
	Meter & PRVs	**Glendale Water and Power**	oza, Peace	Kevin Runzer, PE, Glendale Water & Power (818) 551-6910, KRunzer@GlendaleCA.gov
		Trabuco Canyon Water District *Ridgeline Pump Station*	yama, Wyatt	Lorrie Lausten, PE, Trabuco Canyon Water District (949) 858-0277 ext.130, llausten@tcwd.ca.gov
		Sweetwater Authority *Master Meter Replacement*	sler, Alan sh Coppola,	Paul Oberbauer, Sweetwater Authority Engineering Manager, (619) 533-3789, RWBustamante@sandiego.gov

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Project Planning and Pumpin

Hazen has designed and constructed both water and wet pit lift stations. Our pump station designs have included various types of pumping equipment, such as vertical li equency drive (with or without by-pass starter). Our design professionals specialize in the details of good hydraulil connection piping. Surge analysis is critical to good pump station design, and in most of our designs, surge analyn are all considered during design, along with the same for structural and architectural features of the physical st

		Project Title		Reference
PROJECT PLANNING	Hydraulic Modeling	**City of Chino** *Chino Master Plan*	Maari, Steve	Amanda Coker, PE, City of Chino (909) 560-0736 amandaleighcoker@gmail.com (personal address)
		City of Beverly Hills *Integrated Water Master Plan*	Maari, ur, Peace	Vince Damasse, PE, City of Beverly Hills (310) 285-2491, vdamasse@beverlyhills.org
		Trabuco Canyon Water District *Ridgeline Pump Station*	oyama, Wyatt	Lorrie Lausten, PE, Trabuco Canyon Water District (949) 858-0277 ext.130, llausten@tcwd.ca.gov
		Valley Water *Water Master Plan*	ama	Samantha Greene, PhD, Valley Water, (301) 675-9014, sgreene@valleywater.org
	Water Resources Planning	**Trabuco Canyon Water District** *Water, Recycled Water and Sewer Master Pla*	oyama, Wyatt Luke Wang	Lorrie Lausten, PE, Trabuco Canyon Water District (949) 858-0277 ext.130, llausten@tcwd.ca.gov
		City of Beverly Hills *Integrated Water Master Plan*	Maari, Steve e Wang	Vince Damasse, PE, City of Beverly Hills (310) 285-2491, vdamasse@beverlyhills.org
		Jurupa Community Services District *Water Supply Evaluation Study*	g, Alejandro	Chris Berch, General Manager, JCSD (951) 685-7434, cberch@jcsd.us
		City of Chino *Water Quality Feasibility Study*	oyle, Tori er	Amanda Coker, PE, City of Chino (909) 560-0736 amandaleighcoker@gmail.com (personal address)
		Valley Water *Water Demand Model and Forecast*	ama, Peace	Samantha Greene, PhD, Valley Water (301) 675-9014, sgreene@valleywater.org
	Environmental	**Coachella Valley Water District** *Chromium 6 Removal Project*	loek	Steve Bigley, formerly Environmental Manager for CVWD
		Coachella Water Authority *Chromium 6 Removal Project*	loek	Scott Rogers, formerly with CWA and currently Palmdale Water District, srogers@palmdalewater.org, (206) 303-9303
		Town of Windsor *Wastewater Treatment Plant Upgrade Projec*	te Leung,	Veronica Siwy, Town of Windsor (707) 838-1218, vsiwy@townofwindsor.com
		City of Banning *Well C-8 Project*	te Leung,	Arturo Vela, City of Banning (951) 922-3134, avela@banningca.gov
		Union Sanitary District *Wastewater Treatment Plant Upgrade Projec*	ek	Armando Lopez, Union Sanitary District armandol@unionsanitary.ca.gov, (510)477-7517
PUMPING FACILITIES		**Trabuco Canyon Water District** *Ridgeline Booster Pump Station*	oyama, Maari	Lorrie Lausten, PE, Trabuco Canyon Water District (949) 858-0277 ext.130, llausten@tcwd.ca.gov
		Santa Clara Valley Water District *Vasona Raw Water Pump Station*		Brandon Ponce, PE, Santa Clara Valley WD (415) 407-2775, bponce@valleywater.org
		Central Basin Municipal Water *Central Basin Rio Hondo Pump Station*	ie, ner	Jacqueline Koontz, PE, City of Norwalk (562) 929 5723, Jkoontz@norwalkca.gov
		West Basin Municipal Water District *Palos Verdes Recycled Water PS and Pipeline*	yle,	Veronica Govea, PE, WBMWD (310) 660 6269, veronicag@westbasin.org
		Glendale Water and Power *Pump Station Repair and Replacement*		Gerald Tom, PE, Glendale Water and Power (818) 548 3300, gtom@glendaleca.gov

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Storage Facilities and Wells/G

Hazen's design experience includes the design of both udes above ground steel reservoirs in accordance with the AWWA D100 specification for welded steel tanks. This typ op drawings. Hazen is familiar with the steel tank coatings and linings for both the potable water and recycled wate has experience with condition assessment and rehabilitation of steel tanks as they age and corrode. These assesshabilitation methods for both relining, coating, and structural steel repairs, including corrosion protection methestressed construction methods. The prestressed concrete tank typically includes the engineer providing the desigor 2.

		Project Title		Reference
STORAGEF FACILITIES		**West Basin Municipal Water District** *Barrier Pump Station and Basin Rehab Project*	kar, Sean	Joel Blair, PE, Senior Engineer (310) 660-6233, joelb@westbasin.org
		Los Angeles Department of Power and Wat *San Fernando Basin GW Remediation*	enzie, Wyatt Alejandro	Dave Christensen, PE, LADWP (213) 367-3080, dave.christensen@ladwp.com
		City of Mesa, AZ *Brooks and Lindsay Reservoirs Cover Replace*		
WELLS / GROUNDWATER REPLENISHMENT	Well Drilling & Rehab	**Long Beach Water Department** *On-Call Contract for Professional Hydrogeolo Services*		Wendy Chen, PE, LBWD (562) 570-2324, wendy.chen@lbwater.org
		Long Beach Water Department *Drilling and Equipping of Wells Alamitos 9A an*		Nikolas Baykal,PE, LBWD (562) 570-2347, nikolas.baykal@lbwater.org
		Long Beach Water Department *Rehabilitation of Wells Commission 15 and 18*		Myung Chun, PE, LBWD (562) 570-2357, myung.chun@lbwater.org
		Palmdale Water District *Well No. 36*	eve Conner	Scott Rogers PE, Palmdale Water District (661) 456-1020, srogers@palmdalewater.org
	Well Equipping	**Beverly Hills** *La Cienega Well #1*	, Peace	Tristan Malabanan, City of Beverly Hills tmalabanan@beverlyhills.org
		City of Fullerton *Well 7A*	her, Peace	Tiffany Foo, Associate Water Engineer, (714) 738-6321, TFoo@cityoffullerton.com
		City of Chino *Wells 12, 14, and 17 Equipping*	, Peace	Natalie Avila, City of Chino (909) 334-3406, navila@cityofchino.org
		Golden State Water Company *Gage Well 3*	Maari, Michael	Joe Farah, Golden State Water Company (310) 579-7989, Joe.Farah@gswater.com
	Groundwater Recharge / ASR	**Santa Clarita Valley Water Agency** *ASR Testing of Valencia Well No. 205*		Keith Abercrombie, COO, SCVWA (661) 259-3610 x217
		Santa Clarita Valley Water Agency *Upcoming ASR Testing of Saurgus Formation No. 3 and No. 4*		Robert Banuelos, Engineer, SCVWA (661) 705-7252
		Los Angeles County Water Works District *ASR Construction and Testing Projects*		Genevieve Osmeña, Sr. Civil Engineer, LACWWD (626) 458-4322
		Irvine Ranch Water District *Injection Testing of Irvine Desalter Project (IDP No. 1*		Patricia Uematsu (Retired), IRWD (949)-453-5300 – General Line

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References

The Hazen team has the experience and expertise to deliver as-needed engineering services. The following selection of the Hazen team's reference projects demonstrates a proven track record with project experience relevant to a range of project types applicable to OMUC.

In fact, our key team members proposed for this work had significant roles in these project tasks. The client references listed in this section can attest to the quality of our services, delivery capabilities, and the level of ownership. Others can attest to our local commitment to the communities we serve.



Reference

Amanda Coker, PE
Engineering Manager
Cucamonga Valley Water
District (Formerly City of Chino)
(909) 360-6914
amandac@cvwd.com

Project Team

Tori Yokoyama
Steve Conner
Jack Yao
Danny Loza
Nicole Blute
Bill Malone
Wyatt Dressler
Sean DuPuis
Alan Mlakar
Swaid Alhajri
Chris Portner

Eastside Groundwater Water Treatment Facility Expansion Design

City of Chino, CA

Hazen assisted the City of Chino in development of a system-wide Water Quality Feasibility Study which identified a matrix of alternative actions that the City could implement to address potential emerging water quality issues. In the study Hazen characterized water quality considering current and potential future regulated contaminants, identified various compliance approaches, evaluated best value treatment technologies and site layouts, and developed an implementation plan to guide the City.

Hazen provided engineering design for the City of Chino Eastside Water Treatment Facility Expansion project. The project involves increasing the treatment capacity from 3,500 gpm to 7,000 gpm for removing nitrate, perchlorate, 1,2,3-TCP and DBCP from four well sources. The design includes pressurized GAC vessels, regenerable ion exchange system, cartridge filter pre-treatment and a dual brine line to eliminate the current hauling of waste brine. Hazen examined the water quality from water sources and prepared a PDR investigating potential options and recommending the preferred treatment to progress through detailed design. Hazen worked with DDW from early in the design process and throughout the design to coordinate testing and start-up requirements and determination of 97-005 permitting requirements. This project required multi-agency coordination for incorporating design requirements and permitting the brine line.

Coachella Valley Water District

Palm Desert, CA

Risk and Resilience Assessment

Hazen conducted the Risk and Resilience Assessment (RRA) for the domestic water system, including treatment facilities, storage tanks, pump stations and pipelines. The RRA was conducted in compliance with the ANSI/AWWA J100 standard. Hazen visited critical assets to determine potential vulnerabilities, security issues, and mitigation measures. Workshops were held with CVWD staff to discuss findings and develop strategies.

Critical assets were paired with applicable threats using the J100-10 spreadsheet tool developed by Hazen. Based on the prioritized threat/asset pairs, risk management alternatives were developed and cost estimates provided. Following completion of the RRA, Hazen revised CVWD's Emergency Response Plan to include results of the RRA.

Reference
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Project Team
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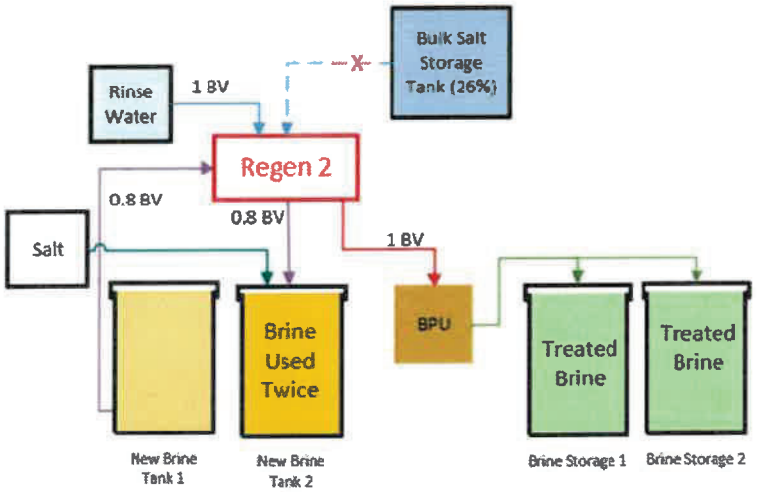
Enhanced Brine Management Evaluation

In this project, Hazen provided an assessment of brine treatment and disposal options for the ion exchange treatment plants (IXTP 6806 and 7802). Options for enhanced brine treatment were compared, including chemical coagulation, electrocoagulation, nanofiltration, and media treatment. Six brine minimization options, including plain, augmented, and partially augmented evaporation ponds were evaluated, and conceptual layouts were created for each facility. Finally, a brine recycle approach was identified to provide significant cost savings, and recommended testing to confirm effectiveness was developed. Conceptual cost estimates of capital, O&M, and lifecycle costs were developed to compare cost-effectiveness of options.

In addition to the initial project, an evaluation of the concrete slab at IXTP 6806 was performed. The evaluation included collection of bulk soil samples and coring to measure concrete slab thickness. Recommendations were provided for replacing or increasing the top layer of concrete (depending on the facility), sealing the concrete slab, and reducing ponding of water.

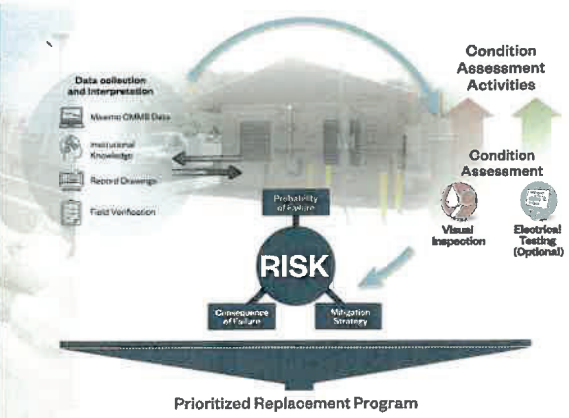
Reference
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Sewage Lift Station Condition and Risk Assessment

Eastern Municipal Water District, Perris, CA

As EMWD begins to face the challenges of aging infrastructure, they recognized the need to develop proactive maintenance, rehabilitation, and replacement programs, and have the data and tools that would enable EMWD to have a greater level of confidence in prioritizing and projecting short and long-term funding needs. To increase that level of confidence, EMWD identified 38 of the 47 lift stations owned by EMWD for complete at grade visual condition assessment.

Hazen's approach included a field condition assessment and risk assessment (i.e., Probability of Failure and Consequence of Failure) rating for each lift station asset and each lift station district-wide, to determine appropriate maintenance activities and rehabilitation or repair alternatives and cost estimates. A Level 1 visual assessment was conducted by multi-disciplinary teams that were escorted by EMWD staff. Non-evasive testing was employed for the assessment and the assessment did not involve confined space entry. Along with the visual assessment, ultrasonic thickness and pit measurements were taken for easily accessible metallic piping and visible concrete was assessed using sounding to listen for discontinuities, penetration measurements with a chipping hammer, surface pH measurements and crack width measurements. Surface penetrating radar was used to assess reinforcement corrosion in reinforced concrete structures. All of the data collected for each asset, including photographs of the assets, the inspectors' notes, condition scores for specific attributes, inspection checklists, etc., was stored digitally. The condition scores were used to estimate remaining useful life and Probability of Failure.

The structural assessment also included a Tier 1 seismic assessment in accordance with ASCE 41-13 and identified deficiencies in existing structures that would prevent them from achieving a specified Level of Performance for an event at a specified Level of Seismicity. The outcome of this Project was EMWD was provided with the data and tools, including an interactive Dashboard to confidently make decisions that will ensure the long-term functionality and reliability of each lift station for EMWD's future needs.

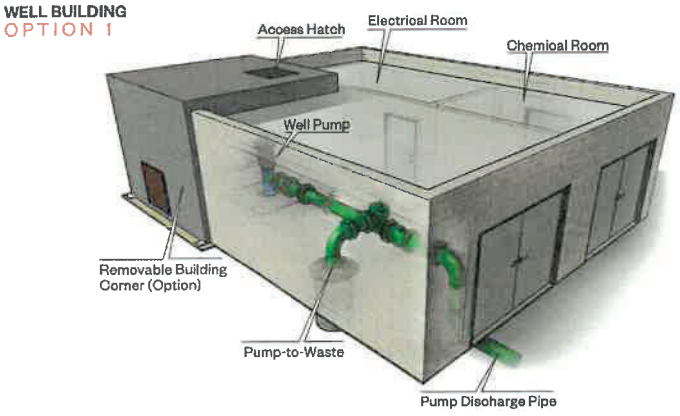
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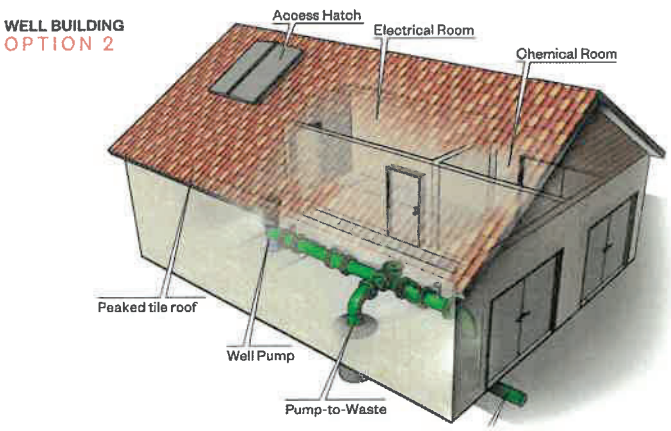
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Palmdale Water District Well 36

Palmdale, CA

Hazen, with Kyle Groundwater as a subconsultant, are finalizing the design and construction of a new well (Well No. 36) for the Palmdale Water District that is designed for a pumping rate of 1,000 gallons per minute (gpm). The project includes drilling a new well and construction of the wellhouse and supporting facilities. The proposed project components are described in further detail below:

- **Well** – The well would be drilled to a depth of approximately 1,030 feet below ground surface (bgs). The conductor borehole would be up to 48 inches in diameter for a depth up to 50 feet below grade surface (0 to 50 feet bgs); the borehole for the remainder of the depth of the well (50 to 1,030 feet bgs) would be up to 18 inches. The well would include stainless steel well casing, screen, ancillary tubing, and seal.
- **Wellhouse** – This single-story structure would house the well, pump, motor, and electrical equipment. The well house would be constructed of metal siding with a standing seam metal roof, similar to other well house facilities operated by PWD.
- **Percolation Basin** – A 40' x 60' percolation basin will be located in the western portion of the proposed well site to allow for percolation of low-flow wastewater discharges during well development and testing and also for pump-to-waste water.
- **Discharge and conveyance piping** – Up to 400 feet of 10" to 12" Ductile Iron Pipe (DIP) will be installed from the well to the property line. Piping would be installed to connect the well to the property line and from the well site to the percolation basin.
- **Ancillary structures** – Additional above-ground structures to support well operation include a 40-feet antenna, transformer (approximately 8' by 10') and surge tank (10 feet to 12 feet).

Reference

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Reference

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Ridgeline Pump Station

Trabuco Canyon Water District, Trabuco Canyon, CA

The Ridgeline Booster Pump Station (RBPS) is a critical facility within Trabuco Canyon Water District's system. The RBPS is the primary means of delivering water from Dimension Water Treatment Plant to the Harris Grade tanks. Design services included preliminary design, final design, surge analysis, and construction support. RBPS is an 8-cfs pump station consisting of four (4) vertical turbine pumps that operate in series with the Dimension Water Treatment Plant Pump Station. The project includes complete replacement of the pumps, piping, valving, civil site improvements, instrumentation and control, and electrical improvements with a standby generator. Additionally, structural and architectural upgrades were designed to accommodate the mechanical and electrical improvements at the site. Construction was completed in 2020 with minimal change orders. The facility is in operation today.







Rendering of finished site developed during preliminary design stage.

Local Experience

The Hazen team has extensive experience locally in Southern California,San Bernardino, and the City of Ontario, which is addressed in our project experience. In addition, our team members are providing services to the City and surrounding agencies. Our involvement with the City is detailed further in Section 11 of our proposal.

Disclosure Statement

Hazen has not incurred any of the following actions:

- Failure to enter into a contract or professional services agreement once selected.
- Withdrawal of a proposal as a result of an error.
- Termination or failure to complete a contract.
- Debarment by any municipal, county, state, federal or local agency.
- Involvement in litigation, arbitration or mediation other than provided in Section 10. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.
- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- Willful disregard for applicable rules, laws or regulations.

Technical Competence

In-House Technical Resources

Hazen is utilizing the latest hardware and software to meet the needs of our clients. Our platforms include the following capabilities: ACAD, RIVET, Microsoft Office 365, Excel, Word, PowerPoint, Project, SharePoint, Power BI, and various water, wastewater, and stormwater modeling programs.

In-House Staffing Resources

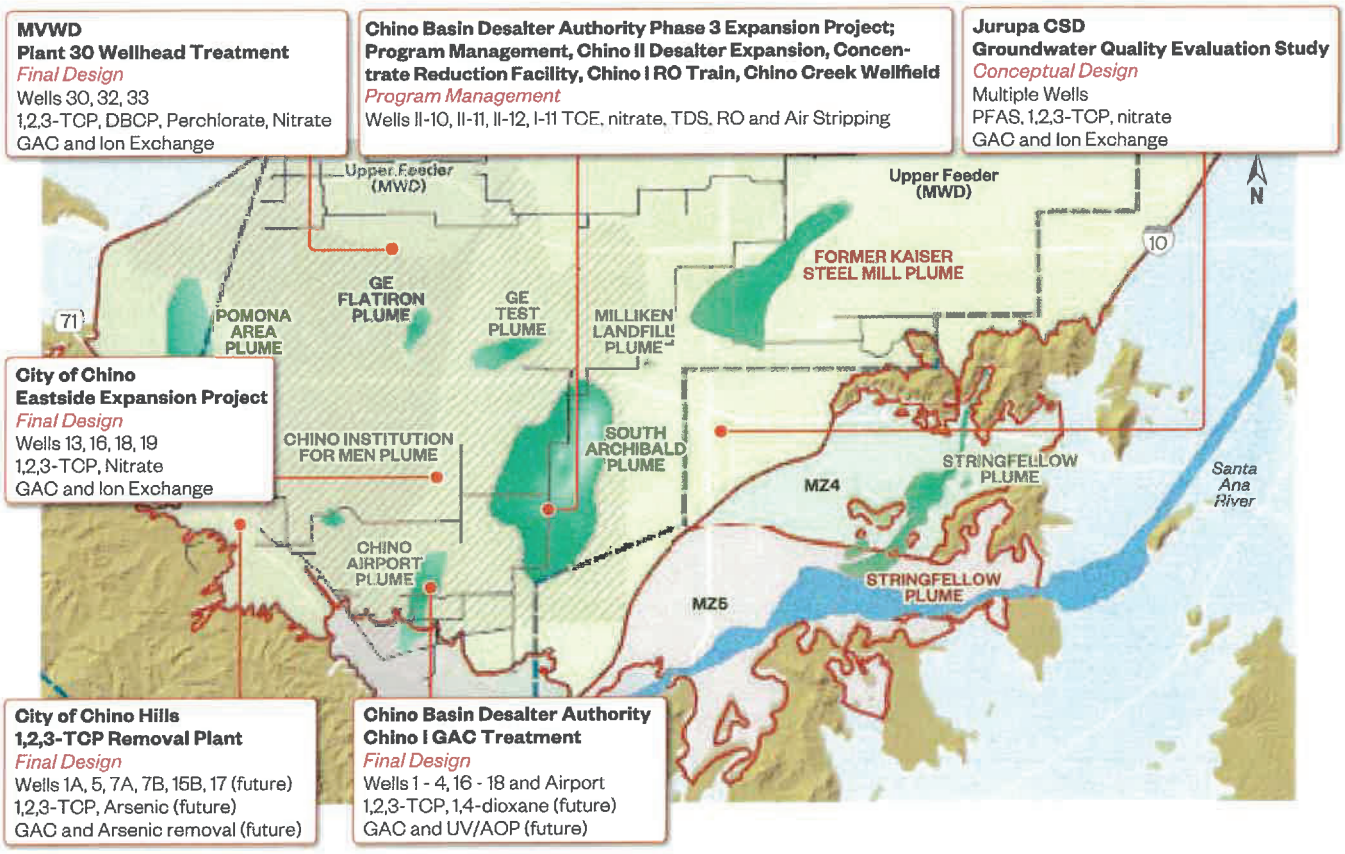
Hazen is a national firm with the multiple disciplines necessary to provide the services described in the City's RFQ as detailed in this and other sections of the proposal.

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Hazen Chino Basin Experience

The vast water supply potential of the Chino Basin has been limited over the years due to multiple contamination threats from historical agricultural and industrial operations, leading to basin-wide concerns with TDS and nitrate.

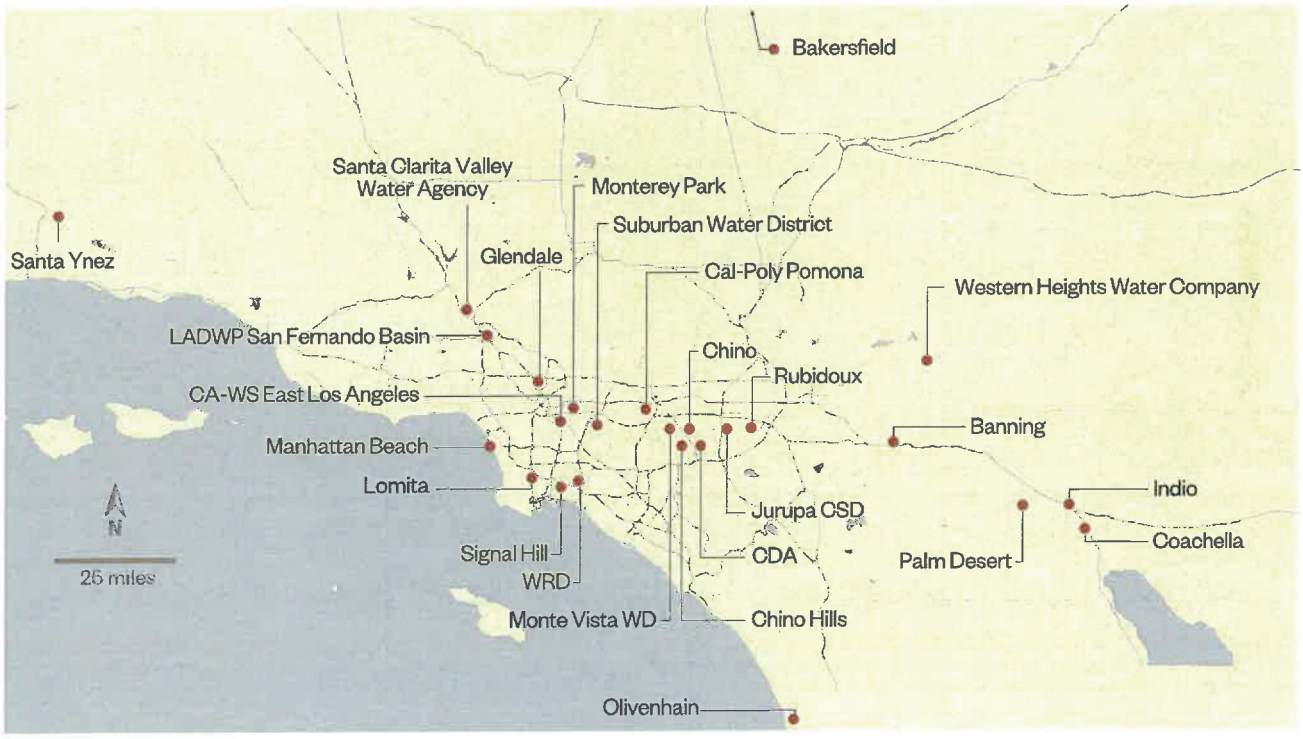
However, the regulatory climate has changed and new constituents have been emerging throughout the basin and particularly within several localized plumes of multiple constituents of concern. These new constituents have presented challenges to operation of CDA's desalters as well as the groundwater supply of other basin water pumpers. Hazen's Team is intimately familiar with the Chino Basin, having designed multiple groundwater treatment facilities in the Chino Basin, including new treatment improvements at both the Chino I and Chino II Desalter. Other key recent Hazen projects in the immediate area are illustrated below.



Water Quality and Regulatory Compliance Support

A particular challenge faced by many agencies in the Chino Basin is the number of constituents of concern and elevated concentrations. Hazen in an industry leader in helping water agencies respond to changing water quality regulations and emerging constituents, including PFAS, 1,4-dioxane, TCE, 1,2,3-TCP, and many others. Our team is on top of the best available technologies and cutting-edge research, providing a comprehensive evaluation of available treatment methods and alternatives to ensure solutions are constructable, cost-effective, and permittable. We have worked closely with DDW and the SARWQCB on multiple projects in the Basin, securing regulatory support and a cooperative working relationship with the agencies that directly benefits our clients.

Hazen has been providing the full range of professional engineering services to implement effective treatment and operational solutions to emerging contaminants in groundwater for many other agencies in the region and across the nation. As illustrated in the following graphic, Hazen is a proven leader in groundwater treatment, demonstrated by our robust portfolio of successful projects throughout Southern California.



Hazen has provided a full range of services, including evaluation and treatment of emerging contaminants, coordination with DDW and the RWQCB, membrane system design and operations, preliminary and final design of wells, pumping systems, pipelines, and other ancillary facilities, and full client support from planning and design through construction and operation.

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Section 7

Proposed Method to Accomplish Work

Section 7

Proposed Method to Accomplish the Work

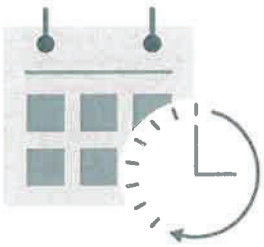
Hazen has over 1,700 specialists nationwide to draw from to address any CIP Projects. Our highly skilled project managers and engineers are accustomed to managing project scopes, schedules, and budgets to deliver projects as promised. The Hazen team knows OMUC and Southern California water utilities. We understand the importance you place on your on-call civil engineering contracts as they relate to implementing capital improvement projects. We bring familiarity with your internal processes, staff, and stakeholders. We stand ready and committed to making each of your assignments a success.

We know what is important to the City

OMUC has a CIP that it must deliver on schedule in the coming years. Hazen understands the need to drive the schedule for your projects under this on-call engineering services contract. Expediting the schedule will help keep the project on budget. However, Hazen will not rush any project at the expense of quality. Delivering top quality work products to OMUC is our top priority.

Hazen also focuses on providing value-added service to our clients. Each project has its unique challenges, and we collaborate with our in-house experts to analyze projects in advance and develop smart solutions that benefit our clients. We will also look for ways to reduce construction costs through in-house value engineering and constructability reviews. Another important area is planning for and minimizing permitting requirements which can derail projects if not managed. Hazen is committed to finding ways to save OMUC time and money through well thought-out project planning and execution.

Hazen's approach for delivering the on-call civil engineering design and support services to OMUC is clear and concise. Our proposed **Project Delivery Managers Cindy Miller, Jack Adam and Hampik Dekermenjian**, will first collaborate directly with you and your staff to fully understand the project scope of work, project goals, schedule, and estimated budget and then identify the most qualified Hazen staff available to complete the project. Once the appropriate staff are identified, we will prepare a detailed scope of work, schedule and budget for your review and approval. Upon receiving notice to proceed, we will develop a project specific work plan that includes a project quality control plan to ensure the project and tasks are completed to OMUC's expectations. Built into all our work plans and project schedules is the necessary time for our senior staff, who are not involved in the day-to-day preparation of deliverables, to provide thorough and independent quality control review.



Our priority will be to drive the project schedule while maintaining quality and providing value-added services.

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On-Call Approach

Our approach to OMUC'S on-call contract streamlines each project to provide superior service. The main steps taken to successfully execute each task are as follows:

1. **Project Initiation** – Once the City has a project assignment for which Hazen has been identified, OMUC staff can reach out to any of the three Project Delivery Managers to begin coordinating preparation of a scope, fee and schedule. The Project Delivery Manager will assemble the project team with the requisite expertise appropriate for the given assignment.
2. **Scope Meetings** – The Project Delivery Manager and selected staff that will be key to executing the requested project task will meet with OMUC to understand the scope of work, schedule, and estimated budget. For simpler tasks, the formal scope meetings may not be necessary, and in this instance, Hazen will prepare the scope of work, schedule, and budget for the OMUC's review.
3. **Prepare Scope of Work** – Following the Scoping Meetings, Hazen will prepare a detailed scope of work, schedule, and budget for OMUC's review. Because of its nature, the On-Call Contract can include a wide range of tasks. Depending on the task our approach may vary slightly to ensure the overall objective(s) and desired deliverable(s) are achieved. The Scope of Services section which follows outlines how our Hazen addresses the required project management efforts, tools utilized on projects, and expands on the District's technical provisions to complete assigned on-call projects.
4. **Kick-off Meetings** – Upon notice to proceed, Hazen will prepare a work plan, project quality control plan, and schedule a kick-off meeting as necessary.
5. **Communication** – Communication is key to the success of all projects. Hazen will provide regular communication as follows:
   - Project Managers will prepare bi-weekly status updates for OMUC and submit them via e-mail. The updates will include the project data needs, issues that need resolution, work completed in the previous weeks, and work to be completed in the upcoming weeks.
   - Monthly progress reports will be prepared and submitted to OMUC via e-mail from assigned Project Managers that includes work completed, work to be done, schedule status and budget status. Project Managers will also follow up with a phone call.
   - In the case of more complex projects or as necessary, Hazen will hold milestone meetings with the OMUC. Milestone meetings may be held to obtain additional information from OMUC'S staff necessary to complete a task, discuss comments on a submittal or discuss alternatives.

On-Call Services Approach



Commitment to Quality

A core element of Hazen's culture is to provide quality engineering services and products. Quality is fundamental to everything we do, from daily emails to complex studies and design projects. Hazen's commitment to quality is defined by our people and fostered through our formalized QA/QC process. This process is reinforced through training programs for technical competency. QA/QC compliance is ingrained in our culture.

Quality Assurance and Quality Control Approach

Hazen adheres to corporate project quality assurance guidelines that outline policies and procedures required for execution of all projects. Hazen and our teaming partners are required to adhere to our corporate Project Quality Control Program (PQCP) during project execution. The intent of the PQCP is to ensure that the services, products, and related deliverable items required by the project are of the highest quality. We then account for QC in the development of every deliverable schedule and make sure the QC review is assigned to a person with the appropriate technical expertise for the subject matter. We will incorporate OMUC into the process to benefit project development and document quality.

Hazen has established a QC Deputy (QCD) in each of its offices. Joel Bowdan, Nathan Boyle, and Tori Yokoyama serve as the QCD for Hazen's San Diego, Los Angeles, and Irvine offices, respectively. The role of the QCD is to confirm compliance among all active office projects with Hazen's QA/QC policy every quarter. As part of the QA/QC compliance check, each QCD reviews each active project to confirm that QC reviews and related QC formwork are completed in accordance with the deliverable schedule established by each project's PQCP. Additionally, projects are selected at random as part of a quarterly quality assurance (QA) audit process performed by out-of-region QCDs. The quarterly audit provides an in-depth review of the audited project to confirm adherence to Hazen's QA/QC procedures for QC reviews, filing of the QC review documents, and accurate reporting by project managers of QC completions. **We are serious about the quality of our work product, and we want OMUC to see the proof of our efforts to maintain quality in everything we do.**



Each CIP Project and assignment will be managed as an Individual Task Order under the Agreement and the specific scope of services will be determined on a project-by-project basis. Any or a combination of the Technical Provisions provided by the OMUC in the RFP may be required for each individual project and the Hazen team will utilize the list as a guideline and checklist when formulating a scope for an individual project.

Scope of Service

Hazen's team will deliver this project in accordance with the detailed scope of work negotiated with the OMUC on the project by drawing upon our knowledge of similar projects to formulate how the Hazen team can best tackle each of the tasks and expand, improve, and clarify options to the scope to formulate the best way to effectively accomplish the task. In the interest of space, the RFP Technical Provisions are not repeated in our proposal but will be adhered to. Instead, the paragraphs below present our understanding and additional assumptions and suggestions pertaining to each provision. All work will be performed in a timely and professional manner, consistent with the standards of the profession.

The core of our project management scope is a streamlined technical and administrative project management process that keeps the project on time and budget. This begins with a well written project execution plan that clearly delineates responsibilities of the key team members, project objectives and deliverables; yet provides flexibility to allow for incorporation of new tasks and analysis as more data become available and unforeseen findings come to light. The work plan includes checks and balances for budget and schedule monitoring, and a project Quality Assurance plan that outlines policies and procedures required for execution of the project. Quality assurance is not relegated to reviews before deliverables or milestones but is an ongoing activity. This differentiator has earned Hazen the reputation for delivering exceptional technical work products coupled with outstanding quality service.

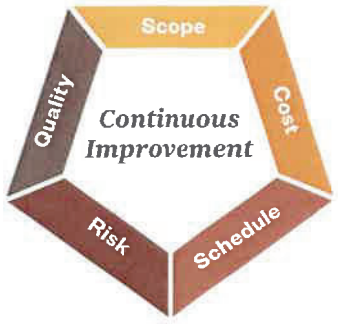
Project Management

Our Project Delivery Managers will be responsible for ensuring that all projects and assignments meet OMUC's requirements while maintaining the schedule and budget and delivering a quality deliverable reviewed by the assigned Hazen Technical Advisors on the project.

Schedule and Budget Control

Hazen is committed to proactive cost and schedule control. Our experience has shown us how addressing potential issues early can minimize their overall disruption to the project. The project schedule will be finalized at the Kick-Off Meeting with checkpoints and key milestones identified. Our project management software program, Deltek Vision, is used to establish and closely track all of our project budgets and schedules. Our project managers will maintain an updated schedule as the project progresses. Actual progress will be checked against the baseline schedule weekly to identify any variances in tasks as well as coordinate resources for upcoming deliverables. When variances are identified, the Hazen project manager will work with OMUC's project manager, to develop mitigation strategies.

The five key elements of our schedule controls process include:



Project Communications

The Hazen team will ensure we are meeting and exceeding your expectations by providing continuous and frequent communication with the OMUC's Project Manager and team. At the onset of the contract, we will establish clearly defined roles, responsibilities, and reporting requirements that are consistent with the contract and scope of the project. Our team is committed to staying in constant contact with OMUC staff through email, phone, text, meetings, and technical correspondence. The ultimate goal of maintaining open lines of communication is to keep the project on schedule and within established budgets.

We recognize that project success will hinge on close collaboration with OMUC and their engineering and operations team, and input from other project stakeholders and regulatory agencies and will require effective communication and documentation to keep everyone involved in the decision-making process. To accomplish this, we will develop decision making registers, action item registers, progress reports and other tracking documents.

In addition to the project management scope defined above, Hazen has identified additional items that will be included in our scope:



Decision and action item logs – Communication and understanding is vital to ensure project success. The Task Lead will communicate with OMUC through project decision and action item logs. These logs are important to ensure both parties have a record of important project decisions including action items and information requests to insure OMUC and the Hazen Team are in sync to achieve the project goals. Not only are these logs important for communication, but they are key aspects to schedule and budget management.



Teams Platform – The Hazen team can utilize the Teams platform for submittals, correspondence and on projects. This is an efficient tool, and we will work with the OMUC's Teams integrator to establish this platform for on-call projects.



Workshops – We have found that workshops provide an invaluable platform for both Hazen and the client to discuss the overall project and better understand the project drivers and goals at the project outset. Also, at certain milestones project workshops can help achieve buy-in from the client on our approaches and/or findings before preparing a deliverable. Where it makes sense, Hazen prefers to include client operations and maintenance staff and other departments as warranted to get their perspective as well.



OMUC and Stakeholder Collaboration – In many cases projects involve multiple stakeholders, whether they are internal to the OMUC, or external stakeholders such as Caltrans, or Division of Drinking Water. Hazen understands that stakeholder input into a process or project is important to that stakeholder. We facilitate stakeholder involvement through the process of hearing everyone's perspectives in a workshop or other setting; then using tools such as Hazen Converge to objectively evaluate preferences and incorporate stakeholder input into the process.

Project Design and Technical Services

Hazen has identified additional items that we believe will add value to individual tasks where appropriate:



CAD Standards and BIM Delivery Guidelines - Hazen will comply with OMUC's latest version of its Computer Aided Design Standards and Building Information Modeling Delivery Guidelines. All product designs will be prepared in AutoCAD compatible with the City's current version. Hazen anticipates these standards and guidelines will also apply to the design work associated with these on-call services.



I&C, Security, and Communications Standards – Hazen will coordinate with the OMUC on developed standards for instrumentation and control through your SCADA Integration Plan, Programmable Logic Controller Software Configuration Standards, HMI Software Configuration Standards, Security configuration requirements, and fiber optic communication hardware standards. Hazen will ensure these are integrated as required into each project.

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Operations and Maintenance Coordination - Hazen will continue the OMUC's procedures of coordinating with O&M staff for regular input on projects to ensure designs are optimized for long-term operations and maintenance, the OMUC's preferences, permit compliance, and OMUC's preferred equipment and monitoring devices.



Condition Assessment – OMUC infrastructure facilities may require a detailed condition and risk assessment for rehabilitation, replacement, and prioritization. Hazen has an experienced Asset Management Team that offer a wide range of assistance should it be needed.



Equipment pre-purchase support - In some cases an assignment may be for an urgent project and immediate and rapid design development and construction is needed. Hazen has several examples where we have assisted with or coordinated the pre-purchase of certain long-lead equipment to help expedite construction and will do the same for the OMUC if needed.



Funding Assistance - Hazen can provide comprehensive funding consulting services aimed at maximizing grant and loan opportunities to minimize the financial burden of the program on rate payers. Hazen has experience with key funding sources, including SRF, WRFP, Title XIV, and WIFIA. Additionally, the passage of the Bipartisan Infrastructure Law, also known as the IJA, will direct $609,441,000 in new funding into California in just the first year of distribution.

Constructability, Operations, and Safety



Hazen conducts constructability and operations reviews along with safety reviews, and designs will be performed in accordance with the current version of OMUC's Improvement Standards. Built into each budget and schedule is time to complete a quality assurance and quality control review for each project deliverable.

Planning/Preliminary Engineering



Hazen will perform planning and preliminary engineering services to better define the project elements such as preparing a preliminary design report or Basis of Design Report (BODR) to summarize design criteria, review of pertinent documents, evaluate alternatives, summarize utility information gathered, required permits, conceptual exhibits and preliminary design drawings, calculations, and present probable costs both capital and O&M, etc. Hazen will perform hydraulic modeling analyses to evaluate system impacts, consider flow re-routing, and for facility sizing. The planning/preliminary engineering services provide opportunity for the OMUC to validate project technical feasibility, budgets, and anticipated expenditures.

Technical Reports



Hazen has the staff and expertise to provide technical reports and hydraulic calculations as required by the project. Hazen has technical expertise in treatment water quality, current regulations, and conveyance, and a significant hydraulic modeling team fluent in multiple modeling software for water, wastewater, and stormwater to provide the necessary recommendations for each project.

Environmental Documentation Support



Hazen can provide environmental documentation support. Hazen is committed to supporting the environmental consultant on the CEQA/NEPA process to ensure permit approval. Hazen can provide or assist the OMUC with consultations, environmental permits, and mitigation monitoring services during construction.

Final Engineering



Hazen will work closely with OMUC staff to ensure that the design meets the requirements of the project and standards of OMUC. We are prepared to provide design submittals at the 50%, 70%, 90%, and final (100%) milestones or as desired. For less complex projects, Hazen recommends that the submittal process be streamlined to save time and money. For instance, on smaller projects, 30%, 75%, and 100% submittal may suffice. Whatever the project needs are, we will ensure that the project delivery approach allows for OMUC operations and engineering to review and comment in a way that avoids rework and unnecessary cost to OMUC. Our in-house electrical engineers will prepare Theory of Operations with OMUC's operation team to verify the design meets the objectives and needs of OMUC.

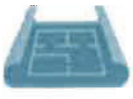
Opinions of Probable Costs



Hazen promotes the creation and review of cost estimates at all phases of our projects beginning with the conceptual design and ending with a market analysis at bid time. All projects are different. We assess each facility individually keeping in mind that every project has its own challenges, be it site constrictions or access restraints. During the development of these estimates, our design teams work closely with our estimating team to ensure that design contingencies are appropriate with the level of details at the time of the estimate. Our method of estimating involves the creation of crew and productivity-based line items for all scope items for a project. It is important to understand the true nature of an installation rather than basing our numbers on parametric data or those of unrelated facilities in other parts of the country. Our estimators bring a wealth of knowledge from working for contractors, owners, and construction managers. That knowledge base is supplemented by RS Means data, MCAA, NECA and vendor pricing for specialty material and equipment. We incorporate a checklist for the review of our estimates and no estimate leaves our office without an official review by our engineers and other estimators. It is our goal to provide a budget with a range of accuracy, so budgets can be set, and our clients can see, with transparency, any changes as designs are developed. Hazen will provide an opinion of probable construction cost which will form the basis upon which the bid schedule items and quantities will be developed.



Bidding and Construction Support



Hazen staff will aid the OMUC in the bidding and construction phases of projects. Bidding support services include conducting pre-bid meetings and site walks, responding to questions during bidding, issuance of addenda, and bid review. Engineering construction support services include attending pre-job conference, shop drawing review, change order review, RFI/RFC response, revisions to contract documents, participation in construction progress meetings, final job walks and record drawings.

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Section 9

Insurance

Section 9

Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2024

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading, PA A(XV)	20427
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : Transportation Insurance Company A(XV)	20494
INSURER D : Continental Casualty Company (CNA) A, XV	20443
INSURER E :	
INSURER F :	

INSURED

Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7036845683	3/29/2023	3/29/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7036845635	3/29/2023	3/29/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			7036845649	3/29/2023	3/29/2024	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		7036845666	3/29/2023	3/29/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			AEH008231489	3/29/2023	3/29/2024	Per Claim/Aggregate	2,000,000

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

RE: ALL PROJECTS/OPERATIONS

The City of Ontario, CA, its officials, officers, employees, agents, and volunteers are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Ontario, CA
303 East "B" Street
Ontario, CA 91764

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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1014-741

AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN
LOC #: 0

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Ames & Gough	NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 / NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

ACORD 101 (2008/01)

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Section 10

Litigation

Section 10

Litigation

Hazen provides the following disclosure regarding the following lawsuits against our firm that concern breach of contract, professional negligence, errors and omissions, malpractice, improper practices, or ethics violations that have been filed in court or arbitration arising out of our services in the past five (5) years.

There have never been any convictions of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Hazen has not knowingly concealed any deficiency in the performance of a prior contract.

Professional Claims	Description	Date of Action	Date Closed	Outcome
The City of High Point, North Carolina v. Suez Treatment Solutions, Inc., Fidelity and Deposit Company of Maryland and CPPE Carbon Process & Plant Engineering, S.A. and Suez Treatment Solutions, Inc., v. Hazen and Sawyer, P.C.	Suez, a contractor for the City of High Point, brought a third party suit against Hazen and Sawyer in connection with H&S' engineering design services for the City.	7/24/19	Open	Open
Close Construction, LLC v. City of Riviera Beach Utility Special District, C Solutions, Mark Drummond v Hazen and Sawyer	C Solutions, engineer for the City of Riviera Beach seeks indemnity from Hazen as its subcontractor.	11/9/20	Open	Open

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Section 11

Other Information

Section 11

Other Information

Record of Project Success

Hazen is a nationally recognized firm specializing in everything water, including the engineering and management of water supply, conveyance, treatment, and reuse. Hazen is a leader in groundwater, treatment, and conveyance of potable water supply in California. We focus on planning, design, startup, operation, and maintenance of water infrastructure and treatment facilities.

For nearly 70 years, Hazen has advanced the boundaries of planning, design, and management of water and wastewater infrastructure. As a leader in the water industry, Hazen has aided cities, counties, municipalities, districts, and departments that serve more than 20% of the U.S. population. We have done this by building a team of technical experts who bring innovative thinking to all projects. The City of Ontario will receive unparalleled access to expertise in all facets of water projects.

Hazen has proven client service and our clients reap the benefits of our team's approach to client service. We encourage calling upon our references in Section 6 to truly understand the commitment we all make to each of our clients and their projects. Hazen's reputation for superior quality work, integrity, and long-standing client relationships is a direct result of our industry proven capabilities and experience. We are proud of the name Hazen as it has become synonymous with experience and customer service.

Community Involvement

Hazen is involved on multiple levels supporting our professional and local communities. Hazen is significantly involved in numerous professional associations within the water field as members, committee members, and officers leading our profession, attending conferences, and presenting papers and projects to spread our knowledge. Organizations include AWWA, ASCE, APWA, AMTA, AACEi, CWEA, SWMOA, and WEF. Hazen attended the recent ACE 2023 conference in Toronto delivering 25 presentations covering a wide range of drinking water issues impacting the industry such as PFAS, potable reuse, and Lead and Copper Rule revisions.

Hazen is also reaching out to assist in the development of future water professionals, from hosting annual in-house college interns, inviting college students for an externship to discuss career paths with Hazen professionals, providing university senior design classes real world project challenges, demonstrating filtration to a K-4 STEM school, judging science fairs, and educating elementary STEM schools on water-related environmental concepts. Hazen staff are assisting their communities in various ways from participating in wetlands cleanup, planting trees, stream clean-up, bay clean-up, earth day, and various charity events.

Previous Involvement with the City

Hazen is currently assisting the City with the Advanced Meter Infrastructure (AMI) project, led by **Steve Malloy**, who is a member of our Team. The Hazen team members have been involved in multiple projects, directly and indirectly, with and within the City, over the past 30 years. Hazen's Lead Delivery Manager, **Cindy Miller**, has led multiple projects for the City, including the Milliken Avenue Pipeline and Flow Control, 1212 Pump Station at the Dupont site, Euclid Recycled Water Project, to address median landscape concerns from the State, and multiple CDA improvements, including the Chino 1 Desalter Expansion, Chino 2 Desalter and Phase 3 expansion, including the Archibald Pump Station.

Conflict Statement

Hazen does not have any conflicts of interest as a result of performing this work.

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Section 12

Certification of Proposal

Section 12

Certification of Proposal

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ.



Cindy Miller, PE
Vice President
Irvine Operations Manager

1014-741

Appendix A

Resumes



Hampik Dekermenjian, PE, BCEE

Principal in Charge

Mr. Dekermenjian serves as Hazen's West Region Client Service Leader and Operations Manager for the Los Angeles office. He has 32 years of experience in water resources, drinking water, recycled water, wastewater and conveyance projects. He has spent the last 16 years specializing in water resources, specifically stormwater management and integrated resource planning throughout the state of California.

Education

M.B.A., University of Southern California, Los Angeles, CA

M.S., Environmental Engineering, University of Southern California, Los Angeles, CA

B.S., Engineering, California State University Northridge, Los Angeles, CA

Certification/License

Professional Engineer: #54064

Areas of Expertise

- Water Resources: Stormwater, Integrated Planning
- Stakeholder strategy and facilitation

Professional Activities

AWWA, WEF, NACWA, AMWA, ACWA, CA Reuse

Enhanced Watershed Management Plans for the City of Los Angeles, Bureau of Sanitation. Los Angeles, CA

For the City of Los Angeles, Bureau of Sanitation, Mr. Dekermenjian served as the principal in charge and technical reviewer for multiple Enhanced Watershed Management Plans. In his role, Mr. Dekermenjian interacted regularly with the City of Los Angeles staff and multiple stakeholders including, the Regional Water Quality Control Board and other City Departments. The Enhanced Watershed management Plans, included detailed projects and activites to improve water quality and increase stormwater capture.

Proposition O Conceptual Plan Development. For the City of Los Angeles Bureau of Sanitation, Los Angeles, CA

The residents of the City of Los Angeles overwhelmingly passed Proposition O, a $500 million stormwater bond. Mr. Dekermenjian oversaw the development of more than a dozen conceptual plans for water quality improvement projects within the four watersheds in Los Angeles. The Prop O program was a stakeholder driven process that solicited input from the communities in Los Angeles to identify the best projects that improved water quality while providing additional benefits to the community.

Regional Watershed Implementation Plan and Malibu Creek Bacteria TMDL Implementation Plan. Los Angeles Country Department of Public Works, Alhambra, CA

Project Facilitator. For the County of Los Angeles, Mr. Dekermenjian facilitates the stakeholder driven process to develop a Regional Watershed Implementation Plan and the Malibu Creek Bacterial TMDL Implementation Plan. This technically based effort will result in the regional plan that will address the regulatory requirements of current and future TMDLs for the North Santa Monica Bay Watersheds.

TMDL Implementation Plans, City of Los Angeles Bureau of Sanitation. Los Angeles, CA
Mr. Dekermenjian served as the project manager in the development of five TMDL Implementation Plans for the Los Angeles River Metals TMDL, Ballona Creek Metals, Bacteria and Toxic TMDL, the Santa Monica Bay Beaches Bacteria TMDL, and the Marina del Rey Bacteria TMDL. In his role, Mr. Dekermenjian interacted regularly with the city of Los Angeles staff and multiple stakeholders including, the Regional Water Quality Control Board, other City Departments, the County of Los Angeles, several enviornmental organziations, and the public at large. He also facilitated over twenty stakeholder workshops that presented the Implementation Plans, solicited input and reached an concensus. These Implementation Plans included over one hunder centralized and decentralized BMP projects that would improve water quality, provide water supply through infiltration and reuse, and offer other benefits to the communities.

Wilmington Drain Multi-use Projects, City of Los Angeles, Bureau of Engineering, Los Angeles, CA
Mr. Dekermenjian served as the Principal in Charge and technical reviewer of the Wilmington Drain Multi-use Project. The project improved water quality, increased flood management, enhanced habitat, stabilized creek banks, removed trash, and created new passive park areas. Project elements included the removal of 30,000 cubic yards of sediment material, installation of trash nets, grading and planting of native vegitation, and construction of a natural park. This project supported the City's plan of meeting TMDL requirements.

One Water LA 2040 Plan for the City of Los Angeles, Bureau of Sanitation. Los Angeles, CA
Principal in Charge and Stakeholder Facilitator. For the City of Los Angeles, Bureau of Sanitation, Mr. Dekermenjian served as the principal in charge and stakeholder facilitator for the One Water LA 2040 Plan. In his role, Mr. Dekermenjian interacted regularly with the City of Los Angeles staff and all the stakeholders repersenting a diverse group of community, environmental, and business leaders and other regional government entities. The One Water LA 2040 Plan brought together all the water needs of Los Angeles under one overarching plan to address water, wastewater and stormwater needs.

Machado Lake Restoration Projects, City of Los Angeles, Bureau of Engineering, Los Angeles, CA
Mr. Dekermenjian served as the Principal in Charge and technical reviewer of the restoration of the 45 acre Machado Lake, the largest urban lake in southern California. The project included the removal of invasive species, dredging of 239,000 cubic yards of sediment material and construction of wetlands, treatment systems, an AquaBlok lake bottom seal, and the restoration of 290 acres of park area. The project supported the City's plan of meeting TMDL requirements.

Owens Lake Dust Mitigation Project Phase 7, 7a, 9, and 10, City of Los Angeles Department of Water and Power, Keeler, CA
For the Los Angeles Department of Water and Power, Mr. Dekermenjian served as the Principal in Charge and on the Technical Review Committee that provided oversight and review of the preperation of plans and specifications for the Owens Lake Dust Mitigation Project Phase 7, 7a, 9 and 10. This program, over multiple phases, incldued the implementation of multiple dust mitigation methods on about 18 square miles of a 105 square mile laketo help meet PM10 air quality requirements. In his role, Mr. Dekermenjian met regularly with the project management team to discuss and advise on project issues and served in multi-day review sessions for the 30, 60, and 90% completion phases of the project.



Cindy Miller, PE

Project Delivery Manager

Ms. Miller is an experienced Principal in Charge with a long resume of leading the most challenging projects to successful completion. Her experience extends from planning, design, construction, and owner's agent services.

Education

B.S., Civil Engineering, University of California, Irvine

Certification/License

Professional Engineer

Areas of Expertise

- Pipeline Planning and Design
- Project Management
- Program Management
- Project Delivery
- Groundwater Supply
- Well Equipping Planning and Design
- Pump Station Planning and Design
- Reservoir Storage Planning and Design
- Drinking Water

Professional Activities

AWWA, ASCE, AMTA

CA-NV AWWA

CA Water Reuse Association

Her assignments have included providing Program Management services for a $150 million groundwater supply project, which includes wells, pipelines, pump stations, and an advanced treatment system for R.O. concentrate reduction; Project Manager for preliminary and final design of a 28 MGD microfiltration treatment facility, and Project Manager for a 10 MGD R.O./Ion Exchange groundwater treatment plant. Ms. Miller has also led numerous water storage and conveyance infrastructure projects, including design of over 100 miles of pipeline Ductile Iron, CML&C steel, PVC, and HDPE pipeline), design of steel, pre-stressed concrete, and cast-in-place concrete storage reservoirs, up to 10 million gallons, and numerous pump station facilities. She has led feasibility/planning studies, developed treatment process evaluations and life-cycle cost evaluations, participated in value engineering studies and operations evaluations. She has developed detailed designs of many systems and provided construction and startup services. She has experience with different project delivery methods including: design-bid-build, design-build and design-build-operate-finance.

Chino I Desalter VOC Treatment, Chino Basin Desalter Authority, CA
Project Manager. The project includes preliminary and final design of two (2) GAC treatment facilities (1.7 mgd and 3.4 mgd) at the Chino I Desalter Plant for the removal of TCE and 1,2,3-TCP, and evaluation of treatment requirements for 1,4-dioxanr, cis-1,2-DCE, 1,2-CDA, PFOA, and PFOS. The goal of this project is to provide groundwater treatment for all CDA bypass wells (CDA Wells I-1 through I-4), and several treated wells (CDA I-16 through 18), plus 10 new wells that will be installed by the County of San Bernardino as part of a Cleanup and Abatement Order issued by the Santa Ana Regional Water Quality Control Board (SARWQCB).

Chino Feasibility Study and Eastside Expansion for 1,2,3-TCP, Nitrate, and Perchlorate
Principal in charge for the City of Chino to identify a permanent solution to fully utilize all City groundwater wells by addressing water quality issues. Treatment and non-treatment options were evaluated for the City's twelve wells.

Monte Vista Water District Plant 30 Treatment for 1,2,3-TCP, Nitrate, and Perchlorate, Montclair, CA
Principal In Charge for engineering services to Monte Vista Water District (MVWD) for the design and construction of a 5.8 MGD water treatment facility (expandable to 8.7 MGD) for the removal of 1,2,3-TCP, nitrate, and perchlorate from the District's groundwater supply. The project includes raw water pipelines to convey multiple wells to the site, GAC+IX treatment facilities, and a waste brine pipeline all within a small site footprint. Hazen's engineering services include preparation of Basis of Design Report (BODR), field investigations, detailed design, CEQA, permitting, bidding services, and engineering services during construction.

Chino I Desalter Expansion and Chino II Desalter Projects, Inland Empire, CA
Provided engineering services to the Chino Basin Desalter Authority (CDA) for the multimillion-dollar Chino I De-salter Expansion and Chino II Desalter projects. The assignment involved design of a new desalter facility; expansion and upgrade of an existing desalter facility; design of water distribution facilities, including pump stations, pipelines, and well equipping. The project included expansion of an existing 9 MGD reverse-osmosis treatment plant to a 14 MGD plant by adding ion exchange treatment for nitrate removal and VOC treatment for removal of TCE. Other plant improvements included the upgrading of the existing disinfection system to 0.8 -percent solution sodium hy-pochlorite generated on site, expansion of the on-site product water pump station, and other miscellaneous up-grades to improve plant performance. In conjunction with increasing the Chino I Desalter's capacity, three new wells were added to increase the system's raw water supply. Delivery facilities from the Chino I Desalter were add-ed to enhance movement of treated water to the end-users. Delivery facilities included two new booster pump stations with capacities of 2,600 gpm and 1,400 gpm and approximately 14,000 linear feet of product water pipe-line, 12 inches to 24 inches in diameter. The project also included design of a new 10 MGD Chino II Desalter. This treatment plant was designed to target TDS and nitrate removal and using reverse-osmosis and ion exchange in parallel. The project included eight new groundwater wells; approximately 30,000 linear feet of raw water pipeline, 16 inches to 36 inches in diameter; approximately 24,000 linear feet of product water pipeline, 12 inches to 42 inches in diame-ter; and a new booster pump station with 3,000 gpm capacity. The new and expanded desalters, which include the Chino I Desalter and the Chino II Desalter, provide potable water to and strengthen the water supply reliability of cities and agencies in the southwesterly region of the Inland Empire, including Jurupa Community Services District, City of Chino, City of Chino Hills, City of Ontario, Santa Ana River Water Company, and the City of Norco.

La Brea Subarea Groundwater Supply Project – Wells, Transmission Main, and Treatment Facilities, City of Beverly Hills, CA
Ms. Miller is the Principal In Charge for the City of Beverly Hills La Brea Subarea Groundwater Supply Project. This is a $50 M project the City is implementing to expand their local water supply by developing groundwater in the La Brea Subarea of the Central Groundwater Basin. The project includes three (3) groundwater wells to be drilled and equipped, 4-miles of raw water transmission main through the City of Los Angeles and Beverly Hills, and upgrade of the City's existing reverse osmosis treatment plant. The first phase of the project which Hazen is leading is the drilling and equipping of the first groundwater well, and construction of the 4-mile transmission main.

Chino Basin Desalter Authority (CDA) Phase 3 Expansion, Chino, CA
Ms. Miller is providing Program Management services to the Chino Basin Desalter Authority (CDA) for their Phase 3 Expansion Project. Once completed, the Phase 3 Expansion will increase production capacity of the CDA's ground-water desalter Facilities to over 35,000 acre-ft per year of potable water capacity. The project includes construc-tion of new groundwater wells, pipelines, treatment facility to recover desalter concentrate (i.e. concentrate reduc-tion facility), product water pump station expansion and new product water pump stations. The construction cost of the Phase 3 expansion is estimated at $150 million and construction is expected to be completed early 2018.

Miller, Cindy



Jack Adam, PE

Project Delivery Manager

Jack is a Project Manager with extensive civil engineering experience in the water, wastewater, and recycled-water distribution, conveyance, storage, and treatment fields.

Education

BS, Civil Engineering, University of Massachusetts

Certification/License

Professional Civil Engineer

Areas of Expertise

- Large Diameter Pipeline Design
- Project Management

Professional Affiliations

American Water Works Association (AWWA)

American Society of Civil Engineers (ASCE)

Water Pipeline Condition Assessment

Pipeline Risk Committee Blue Ribbon Task Force

Golden Key International Honor Society

Chi Epsilon Honor Society

Served as principal-in-charge, project manager, and design engineer on a multitude of major water resources projects throughout the United States. Career accomplishments total more than 100 miles of pipeline ranging in diameters from 8 to 102 inches with pressures up to 500 pounds per square inch (psi) and pump stations up to 10,000 hp. As the former Director of Engineering for the Sweetwater Authority, brings public sector experience involving management and oversight of infrastructure projects including 380 miles of pipelines, 40 Mgal of storage, a 5 mgd groundwater demineralization facility, a 30 mgd surface water treatment plant (WTP), a 2 mgd potable groundwater supply, and imported water supplies.

Design-Build of the Carlsbad Conveyance System, San Diego County Water Authority, Carlsbad, CA

Project Manager helming this work that included 52,000 feet of 54-inch welded steel pipe with pressure up to 600 psi for compliance with industry and client standards. The scope of work involved development and review of pipeline structural design, compliance with California Department of Public Health (CDPH) guidelines, evaluation of surge analysis, geotechnical studies, and operations and maintenance issues. Managed the overall design review effort including review of design drawings, specifications, and calculations to make certain the work conformed with agency and industry standards.

Palos Verdes Recycled-Water Pipeline Preliminary Design, West Basin Municipal Water District, Carson, CA

Project Manager for the design services for the Palos Verdes recycled water pipeline and Lago Seco Pump Station. The project includes the design of approximately 20,000 feet of 10, 8- and 4-inch PVC RW laterals, a pressure reducing and metering station, and a 500 gpm booster pump station design to provide with primary pumps to serve the Pals Verdes Golf Course and smaller jockey pumps to meet overnight irrigation demands. The project scope includes preparation of design plans and bid documents including project cost estimates preparing traffic control plans, obtaining project permits and approvals including Caltrans Permit, Los Angeles County Flood Control Permit, Department of Drinking Water Approvals, City of Torrance and Palos Verdes Estates Encroachment Permits, communication evaluation to enable the pump station to be

Hazen

integrated into West Basin's RW system, and land acquisition services including land appraisals and assisting with preparation of acquisition offers. The project pipelines are currently at the 90% design level and the pump station is at the 60% design level. We have provided technical support to West Basin to process pump station site approvals from the City of Torrance. Currently, the City is proposing the pump station be relocated to a site approximately 500 feet from it's current location.

Hueneme Road Pipeline, City of Oxnard, Oxnard, CA
Pipeline Design Engineer for work that included developing design criteria of a steel shell for internal pressure, external loading, and restrained-joint design for 5 miles of 36-inch and 42-inch welded steel pipe. Performed the pipeline structural design calculations.

Otay 2nd Pipeline Phase 3, City of San Diego, San Diego, CA
Project Manager for the City of San Diego's Otay 2nd Pipeline Phase 3 replacement including preliminary design, final design and construction administration services for replacing approximately 3,400 feet of 36-inch pipe with 5,400 feet 48-inch steel pipe. Completed in December 2019, the Basis of Design Report (BODR) identified the preferred pipeline alignment meeting the City's goal of relocating the pipeline from cross-country private properties into the Public right-of-way (ROW). Phase 3 is located in the unincorporated area of San Diego County (Bonita) and involves in-depth coordination with multiple private property owners and agencies including San Diego County, Sweetwater Authority, and the City of Chula Vista. The Project is currently in the 100% design phase. The scope of services includes survey, easement acquisition, permitting, environmental support, geotechnical investigations, utility potholing, and pipeline design including basis of design studies, preliminary and final design services.

As-Needed Water Pipeline Replacement Design, Vista Irrigation District, Vista, CA
As Project Manager, provides as-needed preliminary design and design services for the District's Group Job Pipeline Replacement Projects to reverse catastrophic failures experienced on its Nipponite asbestos cement (AC) pipe installed in the 1960s. Group Job 1 includes the replacement of approximately 10,000 feet of 10-inch, 8-inch, 6-inch, and 4-inch AC pipe with polyvinyl chloride (PVC) pipe. Group Job 2 included replacing 13,000 feet of 6-inch, 8-inch, and 14-inch AC and steel pipe with PVC pipe. Services have included preliminary design evaluation involving the assessment of high-lining versus replacing in-place; conducting utility research; coordinating survey, geotechnical, and environmental services; and preparing contract documents including plan and profiles, connection detail, and project specification.

Otay 2nd Pipeline Phase 1, City of San Diego, San Diego, CA
Project Manager for the design, assistance during the bid, and construction support for the replacement of the existing 30-inch Otay Phase I water pipeline with 48-inch steel pipe. The scope of work includes pipeline design calculations; conceptual design of the pressure relief valve (PRV)/Pump Station Connection Plan for the 30 percent, 60 percent, 90 percent, and final design; coordination of San Diego's Metropolitan Transit System (MTS) permit; engineers Off Property Contact (OPC); and a 60 percent constructability review.

Morena Water Pipeline Replacement Under the Morena Pump Station and Conveyance System Project, City of San Diego, San Diego, CA
Project Manager for work that has been included as part of the City of San Diego Pure Water Program and involves the replacement of the Morena Pipeline from Friars Road to Balboa Avenue. The Morena Pipeline consists of 3.75 miles of 16-inch cast-iron and 20-inch asbestos cement (AC) pipe currently serving both transmission and distribution functions. The project involves replacement of the existing pipeline with a 16-inch polyvinyl chloride (PVC) distribution pipeline and construction of a new 36-inch welded-steel transmission pipeline.



Nicole Blute, PhD, PE

Water Treatment Facilities

Dr. Blute develops and leads a wide variety of drinking water system projects, notably including water system planning, groundwater contamination treatment projects including PFAS, technology testing for emerging inorganic and organic contaminants, distribution system water quality projects, and disinfection strategy evaluations.

Education

PhD, Environmental Engineering, Massachusetts Institute of Technology

BS, Environmental Science, University of Rochester, NY

BA, Chemistry, University of Rochester, NY

Certification/License

Professional Engineer

Areas of Expertise

- Project management
- Groundwater treatment
- Decision analysis
- Advanced treatment
- Source water integration
- Distribution system water quality
- Corrosion control and stabilization
- Bench, pilot, and demonstration testing

Professional Activities

American Water Works Association

- Research Division Trustee
- Inorganic Contaminants Committee Chair

Society of Women Engineers

California Nevada AWWA

Recycled Water Committee Secretary

Regional Brackish Water Reclamation Program Phase I, Water Replenishment District of Southern California, Carson, CA

Dr. Blute is providing technical water quality and permitting support for Phase 1 of the RBWRP. The RBWRP will treat brackish water trapped behind the seawater intrusion barrier, with the goal of providing future room in the aquifer for recharge of indirect potable reuse from regional advanced water treatment plants. Phase 1 includes well siting, pilot borehole drilling, well water quality sampling, well design and drilling, pretreatment and reverse osmosis pilot testing, and water quality characterization.

AWIA Risk and Resiliency Assessment, Coachella Valley Water District, CA

Dr. Blute was the Project Manager for CVWD's AWIA Risk and Resiliency Assessment (RRA), providing project management of the team and QA/QC review of meeting materials and work products.

Brine Residuals Optimization Evaluation, Coachella Valley Water District, Palm Desert, CA

Dr. Blute was the Project Director for a study of CVWD's ion exchange treatment plants (IXTPs) focused on minimizing brine waste generation. IXTP programming was evaluated to identify opportunities for integration of additional recycling. Options for brine waste reduction were evaluated to assess payback periods for operational and infrastructure investments.

Ion Exchange Resin and Regeneration Pilot Testing, Coachella Valley Water District, Palm Desert, CA

Dr. Blute was the Project Director for pilot testing of new high capacity Cr(VI) removal strong base anion exchange resin. Testing included brine regeneration and an innovative approach for minimizing brine waste production. Two wells with different water quality were tested with successive regenerations and with recycled brine.

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Technical Publications

Blute, N.K., McGuire, M.J., Reich, K., West, N., Voutchkov, N., and MacLaggan, P. 2008. Integration of Desalinated Seawater into a Distribution System: A Corrosion Pilot Study. Journal of the American Water Works Association, v. 100 (9), p. 117-131.

Blute, N., Wu, Y., Imamura, G., Song, Y., Porter, K., Cron, C., Fong, L., Froelich, D., Abueg, R., Henrie, T., Ramesh, S, and Vallejo, F. (2015) Assessment of Ion Exchange, Adsorptive Media and RCF for Cr(VI) Removal. Water Research Foundation Report.

Blute, N., Wu, Y., Cron, C., Fong, L., Froelich, D., and Abueg, R. (2015) Microfiltration in the RCF Process for Hexavalent Chromium Removal from Drinking Water. Water Research Foundation Report.

Chowdhury, Z., Bigley, S., Porter, K.L., Blute, N., Rhoades, J, Westerhoff, P, Bowen, A. (2015) Evaluation of Technologies for Hexavalent Chromium Removal and Development of a Compliance Planning Approach. Water Research Foundation Report.

Najm, I., Brown, N.P, Seo, E., Gallagher, B., Gramith, K., Blute, N., Wu, Y., Yoo, M., Liang, S., Maceiko, S., Kader, S., and Lowry, J. (2014) Impact of Water Quality on Hexavalent Chromium Removal Efficiency and Cost. Water Research Foundation Report.

Blute, N.K., Wu, Y., Porter, K., Imamura, G, McGuire, M.J., Zurn, S., Abueg, R., Froelich, D., and Fong, D. (2013) Hexavalent Chromium Removal Project Report.

Blute, N., Wu, X., Cron, C., Abueg, R., Froelich, D., and Fong, L. 2014. Hexavalent Chromium Treatment Implementation in Glendale, Calif. Journal of the American Water Works Association, v. 106 (3), p. E160-175.

Blute, N.K., Ghosh, A., and Lytle, D. 2012. Assessing Ammonia Treatment Options. Opflow, May issue.

Russell, C.G., Blute, N.K., Via, S., Wu, X., and Chowdhury, Z. 2012. Nationwide Assessment of Nitrosamine Occurrence and Trends. Journal of the American Water Works Association, v. 104 (3), p. 57-58.

Owner's Agent for the San Fernando Basin Groundwater Remediation, Los Angeles Department of Water and Power, Los Angeles, CA

Project Manager and Technical Leader for the Los Angeles Department of Water and Power (LADWP) San Fernando Basin Groundwater Remediation. As the Owner's Agent, the team led by Dr. Blute is conducting a $30M, 10-year project to select and implement remediation, may cost between $300M and $600M for planning, design, and construction. Components include the following: Technical evaluation; Regulatory permitting, including 97-005 reports; Design services ranging from 30% to 100% design depending on the project; Procurement assistance; Proposition 1 grant writing; Construction scheduling; and Evaluation of alternate delivery options.

Strategy Development for Water Quality Changes, Metropolitan Water District of Southern California, Los Angeles, CA

Dr. Blute is the Project Manager developing a strategy for optimizing treatment and corrosion control for Metropolitan Water District of Southern California (Metropolitan). Periods of low alkalinity water have stressed the limits of the current corrosion control approach, and Metropolitan is preparing for additional episodes of snowmelt-induced low alkalinity water from SPW as well as new potential sources of low alkalinity water from desalination and direct potable reuse. Hazen planned and convened an Expert Workshop consisting of presentations by four drinking water treatment and corrosion experts and developed recommendations including design criteria for treatment chemicals to control corrosion.

Demonstration and Pilot Studies of Hexavalent Chromium Treatment Technologies, Glendale, CA

Dr. Blute was the Technical Lead and Project Manager for $10M of demonstration and pilot studies of hexavalent chromium removal technologies in the City of Glendale, CA. As Owner's Agent, led technology testing of seven potential approaches, recommended selection of two (weak base anion exchange and reduction coagulation filtration) and facilitated Project Advisory Committee final selection, managed 30% design, assisted the city in procurement services (Design Build), prepared the project report submitted to DDW, and provided optimization service for the past 3 years to reduce costs. She facilitated communications between the many involved parties, including regulatory agencies (CDPH, CDWR, and USEPA), additional funding agencies (USBR, Water Research Foundation), other utilities (MWDSC, LADWP, Burbank, and San Fernando), and engineering firms representing potentially responsible parties of the Superfund site and regulatory interests). The results of the over twelve years of study comprised the state-of-the-art knowledge about hexavalent chromium removal technologies and were used by the state in setting the new regulatory limit.



Joel Bowdan, PE

Water Treatment Lead and Pump/Booster Stations

Mr. Bowdan is a Senior Associate in Hazen's San Diego office. He is an experienced registered professional civil engineer with 30 years of experience in the planning and design of water and wastewater infrastructure including pipelines, lift stations, booster stations, production wells, storage tanks, treatment facilities, and combined sewage overflow elimination facilities.

Education

B.S., Civil Engineering, Lawrence Technological University, Southfield, MI

Certification/License

Professional Engineer

Areas of Expertise

- Process Engineering (water, wastewater, industrial)
- Pumping facilities (water, wastewater, recycled water, stormwater)
- Groundwater Treatment (Filtration, IX, BW NF/RO, Adsorptive Media, Biological Media)
- Wastewater Treatment
- Industrial Cooling Tower Treatment
- Industrial Pretreatment for Automotive Manufacturing Waste
- Combined Sewage Overflow and Retention Treatment Facilities
- Ground and Elevated Storage Tanks

Professional Activities

American Membrane Technology Association, American Water Works Association (AWWA), Chi Epsilon, The National Civil Engineering Honor Society, Southwest Membrane Operators Association, Tau Beta Pi - The Engineering Honor Society, WateReuse Association

Mr. Bowdan is responsible for project management, design supervision, contract administration, client interaction and development, and personnel management. His expertise includes complex pumping, control valve, and piping system layout, hydraulic design, groundwater supply and treatment facility design, brackish water reverse osmosis membrane desalinization, electrodialysis reversal (EDR) treatment for recycled water, alternative treatment for cooling tower systems, and other process related design. Mr. Bowdan's experience includes construction management and construction services support including start-up and operation of pumping and treatment facilities. He is highly experienced in the preparation of P&IDs, development of control narratives, and management of multi-disciplined teams (civil, architectural, structural, process, mechanical, electrical, and I&C) during project design and construction.

CVWD IXTP 7991 Replacement Construction Phase, Coachella Valley Water District, Mecca, CA

Project Manager. Project Manager. Responsible for professional engineering support services during construction for the replacement of the existing packaged ion-exchange treatment system with a new single-pass, adsorption media based, arsenic removal system including pre-filtration, backwash water recover and recycle, chemical feed storage and injection, new deep well turbine well pump, electrical distribution system, PLC-based control system, and related piping, valves, and appurtenances.

Twin Dolphin Development, Montage Hotel and Resorts, Cabo, Mexico

Technical Lead for wet infrastructure and facilities redesign. Joel worked on the Original SWRO plant, supporting conveyance facilities, and other onsite infrastructure facilities with his previous firm. Review of TSG BiTurbo technology and coordination with client for SWRO expansion. Members of the Hazen team were involved in the original planning, siting, preliminary design, start-up, and operational assistance for the original 1.0 MGD facility. Hazen has been selected by Twin Dolphin to

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provide ongoing engineering services for master plan preparation, SWRO expansion planning, TSG BiTurbo high efficiency RO unit evaluation, and design assistance for expansion of the SWRO plant to 2.05 MGD. The expanded SWRO plant will provide drinking water for new residential and commercial development and irrigation water for golf course expansion. Project is currently pursuing new subsurface intakes to supplement existing seawater supply but will also consider open ocean intake system. The SWRO system includes three (3) existing vertical beach production wells and will include one (1) or more new subsurface intakes, cartridge filtration system, Reverse Osmosis (RO) system, brine disposal system, and chemical injection facilities. Hazen staff have assisted with prior construction and commissioning of the existing desalination plant.

Upper Valle De Los Caballos (UVDC) Regional Pump Station, Rancho California Water District, CA
Project Manager. Preliminary and final design for new regional water booster station comprising four 1305 PZ Pumps (19,000 gpm capacity) and three 1380 PZ Pumps (6,850 gpm capacity) vertical turbine can pumps, new 2,000 lb/day onsite sodium hypochlorite generation system, new LAS storage and injection facilities, new chlorine contact tank, including new 10,000 SF CMU building with TPO membrane roofing system, upgraded electrical utility service and new switchgear, MCC, and VFDs. New redundant PLC based control and SCADA system.

69th and Mohawk Pump Station and Pipeline Replacement, City of San Diego, San Diego County, CA
Project Engineer. Oversaw detailed hydraulic modelling, surge analysis, pump selection, and control criteria for new 18 MGD pump station and associated transmission mains. Provided technical advisory during design and construction phases.

Eastern Service Area Secondary Connection Project (ESA SCP), Padre Dam Municipal Water District, San Diego County, CA
Technical Manager. Oversaw detailed hydraulic modelling, surge analysis, and surge tank design for new 12 MGD pump station, 9 MGD flow control facility (FCF), 1.75 MG reservoir and related transmission main.

Coronado Recycled Water Feasibility Study, City of Coronado, CA
Project Manager. Responsible for the development of a comprehensive feasibility study to identify and analyze alternatives for the supply of non-potable water to the City of Coronado. Study alternatives included: (1) reclamation of sanitary waste generated on the island; (2) single-stage, single-pass seawater desalination with open-ocean or subsurface intake; and (3) pipeline alternatives to import recycled water from other nearby water agencies. The sanitary waste reclamation alternative included conceptual design of two (2) wastewater reclamation facility alternatives: (1) extended aeration activated sludge followed by microfiltration tertiary treatment and UV; and (2) membrane bioreactor (MBR) followed by UV. Performed an alternatives analysis using criteria developed jointly with City staff and prepared a project implementation plan based on the recommended alternative.

San Pasqual Brackish Desalination Demonstration, City of San Diego, CA
Project Manager. Responsible for project management for preliminary design, detailed design, construction, facility start-up, and operation and maintenance of a 0.22 MGD brackish groundwater reverse-osmosis (RO) desalination facility demonstration project. Located on the City of San Diego's decommissioned San Pasqual Water Reclamation Plant site, the project utilized portions of the existing facility, including the Advanced Water Treatment Building, Administration/Lab Build-ing, Recycled Water Pump Station, and Hyacinth Ponds to facilitate construction and operation of the demonstration facility. This project garnered the ASCE San Diego Section Outstanding Civil Engineering Project - Water Treatment – 2010.

Chino Hills 123-TCP Removal Project, City Chino Hills, CA
Project Manager. Responsible for the feasibility and preliminary design study for a proposed centralized granular activated carbon (GAC) system for the removal of 1,2,3-TCP. The selected project will be a centralized facility having a treatment capacity of 6.8 MGD.



Silvana Ghiu, PhD, PE

Water Treatment Facilities

Dr. Ghiu has extensive experience in water treatment systems covering many aspects of project development, from feasibility studies, pilot testing, detailed design (for both traditional design-bid-build and design-build projects), and design review, manufacturing, cost estimation, comprehensive energy consumptions estimation and optimization, and O&M integration with design.

Education

Ph.D., Environmental Engineering, University of South Florida

M.S., Environmental Science and Policy, Central European University, Hungary

M.S., Atmospheric Physics, University of Bucharest, Romania

B.S., Engineering Physics, University of Bucharest, Romania

Certification/License

Professional Engineer

Areas of Expertise

- Groundwater treatment
- Raw water characterization
- Membrane system design and operation

Groundwater Treatment for San Fernando Basin, Los Angeles Department of Water and Power, CA
Task Leader. The project may require but not be limited to services to provide advice and recommendations regarding optimal project scheduling options, budgeting and cost estimating, design drawings, facility layouts, specifications, and project meetings. Services may include Civil, Traffic, Structural, Mechanical, Electrical, Water Quality and Treatment Engineering.

Water Replenishment District of Southern California, Leo J. Vander Lans Plant Chemical System Evaluation, Long Beach, CA
Project Manager. Leading a team of engineers in assessing the existing condition for ten chemicals system. Recommendations for improvements are proposed and implementation to 100% design is presented in plans and specifications. Services include construction support for the implementation phase.

Reservoirs 1 & 2, Pumps, Controls and Chemical System Improvements, Costa Mesa, CA
QA/QC for the reservoir and booster pump station project which included assessment of the booster pumps and their associated controls, evaluation of the chemical feed system, and an evaluation of the tank mixing system at two reservoirs. The project included a preliminary design report and 30-percent design drawings and specifications to replace the existing chemical feed system and install new reservoir mixing systems.

Broad Run Water Reclamation Facility, Loudoun Water, VA
Technical Advisor. Perform process and mechanical design review for expansion and rehabilitation of the ultrafiltration system.

Regional Water Recycling Facility Tertiary MBR Design and Microfiltration Upgrade Design, West Basin Municipal Water District, Carson, CA
Technical Advisor. Performed process and mechanical design review for microfiltration system and chemical consumption calculations for MBR O&M evaluation.

Chromium VI Ion Exchange Water Treatment Project, Coachella Valley Water District, CA
Process and Mechanical Lead. Performed process flow diagrams and P&ID for well water treatment systems using SBS, WBA and a central regeneration facility. Responsibilities includes 30%, 60% and 100% design drawings and specifications.

Mission Viejo Lake, Santa Margarita Water District
Technical Advisor. Performed design review for a 0.8 MGD advanced water treatment plant for replenishment of Mission Viejo Lake, CA. Evaluated proposals from system suppliers and provided recommendations on the procurement approach to the treatment system. (2016)

Broad Run Water Reclamation Facility, Loudoun Water, VA
Project Engineer. Developed an Operation and Maintenance cost estimate model which included energy, chemicals consumption, maintenance etc. Analyzed MBR membrane performance (historical and current) in terms of water quality and fouling potential (TMP and permeability time series) for twelve operating trains. (2014)

Design Build of the Well No. 9 NF Treatment Plant, City of Signal Hill, CA
Technical Advisor. Review of NF design, specifications preparation as well as membrane procurement interface with OEM for a 2.6 MGD groundwater NF treatment facility. Developed membrane acceptance and wet testing protocol and provided technical expertise on startup and commissioning.

Coachella Valley Water District Feasibility Study of Enhanced Brine Management, Coachella Valley Water District, Palm Desert, CA
Project Manager. Feasibility study to asses cost effectiveness of IX brine treatment and brine disposal options. The study will provide the utility sufficient information to make a decision whether different brine minimization strategies can be viable options to the current alternative for brine disposal.

Feasibility Study to Develop the Simi Valley Basin as Potable Water Resource, Simi Valley Waterworks District, CA
Task Leader. Responsible for water quality analysis for wells in different regions, identification and placement of the required treatment system as well as blending with local supplies to achieve the water quality goals. Responsible for developing capital and O&M cost estimates and cost - benefit analysis of alternatives for treatment.

Evaluation Study for the Operation of the 200 MG Maerkle Reservoir System, Carlsbad Municipal Water District, CA
Task Leader. Analysis of current operation practices and disinfection strategies in relation to the water quality in the reservoir and identification of potential factors contributing to nitrification. The reservoir is disinfected with chloramines and chlorine dioxide. Recommendations were provided for operational changes as well as capital improvements to improve the water quality and the residual in the reservoir.



Fredrick Gerringer, PE, BCEE, D.ENV

Wastewater & Recycled Water Treatment Facilities

Dr. Gerringer serves as Hazen's West Region Water Reuse Practice Leader. He has over 20 years of experience working in the public and private sectors on water reuse, drinking water, and wastewater projects throughout California.

Education

D.Env, University of California at Los Angeles, CA

MS, Civil/Environmental Engineering, University of California at Los Angeles, CA

BS, Civil/Environmental Engineering, University of California at Berkeley, CA

Certification/License

Professional Engineer

Board Certified Environmental Engineer, Specialty: Water Supply and Wastewater

Areas of Expertise

- Water recycling and reuse
- Drinking water treatment
- Wastewater treatment
- Process design
- Regulatory compliance
- Ozone disinfection and oxidation
- Membranes
- UV disinfection and advanced oxidation

Lower Santa Margarita Supply Reliability Pilot Project, Fallbrook Public Utility District, Fallbrook, CA

Technical Leader. Fallbrook Public Utility District (FPUD) and Marine Corps Base Camp Pendleton's (CPEN) are investigating indirect potable reuse (IPR) as an approach to complete the water cycles of their respective agencies, augment local water supplies, replenish the groundwater basin, and reduce dependence on imported water. FPUD selected Hazen to establish the IPR regulatory approach, conduct pilot testing at the Fallbrook Water Reclamation Plant and CPEN's Southern Regional Tertiary Treatment Plant, and develop a full-scale feasibility report. Dr. Gerringer is leading the technical approach and pilot testing and will support the process design in the full-scale feasibility report.

Design Build of the Central Groundwater Treatment Facility, City of Monterey Park, Monterey Park, CA

Project Engineer. Hazen as part of a Design-Build Team was responsible for the complete design of a 10 MGD UV Advanced Oxidation system and catalytic GAC system for treatment of a highly impaired groundwater in the City. Responsible for the complete process mechanical design as well as coordination of civil, electrical and structural designs including design of 0.5 miles of slip-lined piping for raw well water. Responsible for leading the process design, process mechanical design and for leading the process for obtaining the permit from the California DDW.

Ozone Pretreatment of Non-Nitrified Secondary Effluent, WateReuse Research Foundation, Alexandria, VA

Co-Principal Investigator on this tailored collaboration between the WateReuse Research Foundation and West Basin Municipal Water District to investigate the effect of the ozonation of a non-nitrified secondary effluent on the performance of microfiltration (MF) and reverse osmosis (RO) membranes. Project goals included optimizing ozone dose for MF performance, investigating the effect of MF pretreatment with ozone on downstream RO performance, testing automatic ozone dose control based on ultraviolet transmittance, and quantifying the effect of ozonation on N-nitrosodimethylamine and contaminants of emerging concern. Results from this project, which demonstrated improved MF performance after ozonation, were applied to the design of the Phase V Expansion of the Districts' Edward C. Little Water Recycling Facility.

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Implementation Plan for a Small-Scale Indirect Potable Reuse Project, Rancho California Water District, Temecula, CA

Project Manager. In Rancho California Water District's (RCWD) service area, water recycling has been confined to non-potable uses such as irrigation. Over the past decade, RCWD has conducted several studies to evaluate a range of non-potable and potable reuse options for expanding the use of recycled water. A recent analysis of project alternatives recommended a hybrid approach of expanding the non-potable reuse system and adding a Small-Scale (550 AFY) Indirect Potable Reuse (IPR) system to their water supply portfolio. The Small-Scale IPR system will purify tertiary water from the Santa Rosa Water Reclamation Facility to high-quality drinking water standards and return it to the local water supply via groundwater injection. A local and national Hazen team will use their expertise to identify potential technical, regulatory, financial and public acceptance risks and develop mitigation strategies to ensure the future success of RCWD's project. The Hazen Team will develop concepts, such as brine management options that could increase the size of the potable reuse facility, to produce a project that fits RCWD's vision and needs. These concepts will feed into an implementation pathway that will leverage the external funding that RCWD has secured for later stages of the project. Regardless of the direction RCWD takes the project, the Hazen Team will define a practical, implementable pathway that will provide the technical, regulatory and cost certainty RCWD needs to move forward to successful implementation.

Per and Polyfluoroalkyl Substances Pilot Testing, Water Replenishment District, Lakewood, CA

GSI Environmental and Hazen and Sawyer conducted pilot testing of per and polyfluoroalkyl substances (PFAS) removal technologies to address groundwater quality challenges in the Montebello Forebay area. The study included parallel testing of 4 types of granular activated carbon and 4 types of ion exchange resin. The team developed the pilot test work plan, reviewed the pilot plant design developed by the equipment supplier, conducted the pilot testing, and produced a technical memorandum that discussed the results and presented a cost analysis for the different treatment technologies. Dr. Gerringer provided technical expertise throughout the project, with a focus on analyzing the test results. Start Date: January 2020: Completion Date January 2021 (est.); Fee: $5,000.

Biological and Advanced Treatment at JWPCP, Los Angeles County Sanitation Districts, CA

AWT Integration. Technical analysis and preliminary design of wastewater treatment upgrades for the 150 mgd Regional Recycled Water Program, a partnership between LACSD and the Metropolitan Water District to increase local water supplies. One of the largest pure oxygen plants in the world, JWPCP will require nutrient removal and advanced water pretreatment prior to ground-water recharge or direct potable reuse.

Peck Reservoir Replacement Project, Manhattan Beach, CA

This project included the replacement of the existing 7.5 MG Peck Reservoir and Pumping Station with a new 8.0 MG Cast-in-Place buried reservoir with a separate pump station that has 3 duty and 1 standby pumps that produce 2,200 gpm at 250 hp with VFDs to match system demands. The project also adds a 4.75 mgd groundwater treatment facility to remove ammonia and manganese using breakpoint chlorination and greensand filtration followed by disinfection with chloramination. Dr. Gerringer supported the design, construction, and startup of the chemical storage and feed systems.

Operations Support Services, West Basin Municipal Water District, Carson, CA

Evaluation of West Basin Facility Readiness for Direct Potable Reuse. This two year on call project incorporates support to all West Basin operations including the 55 MGD Edward C Little Water Recycling Facility, neighboring satellite recycling facilities and distribution pipe network. Responsible for coordination of operations support team, scheduling, budgeting, treatment, water quality and operations advice, preparation of standard operating procedures and dashboards for measurement of facility key performance indicators (KPI).



Steve Malloy, PE

Wastewater & Recycled Water Treatment Facilities

Mr. Malloy is an experienced professional in treatment system planning and design. He brings a client's perspective to projects and applies his construction management experience in his QA/QC reviews.

Education

Engineering Management Certification, UC Irvine

M.S., Civil Engineering, Stanford University

B.S., Civil Engineering, Cal Poly, Pomona

Certification/License

Professional Engineer

Areas of Expertise

- Program Management
- Sewer Collection Systems
- Sewer Siphons and Air Jumpers
- Sewage Lift Stations and Force Mains
- Diversion Structures
- Metering
- Odor Assessment and Control

Professional Affiliations

Water Environment Federation

American Water Works Association

American Membrane Technology Association – Treasurer, 2010 - 2012

American Society of Civil Engineers – Life Member

Orange County Water Association – Life Member

Chino I Desalter VOC Treatment, Chino Basin Desalter Authority, CA
The project includes preliminary and final design of two (2) GAC treatment facilities (1.7 mgd and 3.4 mgd) at the Chino I Desalter Plant for the removal of TCE and 1,2,3-TCP, and evaluation of treatment requirements for 1,4-dioxanr, cis-1,2-DCE, 1,2-CDA, PFOA, and PFOS. The goal of this project is to provide groundwater treatment for all CDA bypass wells (CDA Wells I-1 through I-4), and several treated wells (CDA I-16 through 18), plus 10 new wells that will be installed by the County of San Bernardino as part of a Cleanup and Abatement Order issued by the Santa Ana Regional Water Quality Control Board (SARWQCB).

Michelson Water Recycling Plant Phase 2 Expansion Project, Irvine Ranch Water District, Irvine, CA
Project Manager on project to increase recycled water production capacity of existing plant from 18 mgd to 28 mgd. The project included new 48" to 60" influent sewers, headworks, primary sedimentation tanks, a 11 mgd membrane bioreactor, 22 mgd high rate clarifier, 15 mgd ultraviolet disinfection system, chemical systems, odor control, associated electrical and instrumentation systems, and a floodwall to provide 100-year flood protection. Duties included overseeing planning, design, construction management, permit compliance, and startup activities.

Irvine Desaler Project, Irvine Ranch Water District, Irvine, CA
Project Manager responsible for this potable and non-potable water project. The potable water portion included drilling 5 new brackish water wells, design and construction of pipelines, a 5 mgd drinking water low pressure reverse osmosis membrane treatment plant, and connection to an outfall for brine disposal. The non-potable portion of the project included implementing the Superfund Record of Decision for remediating the TCE plume emanating from the former El Toro Marine Corps Air Station, including rehabilitation of 3 wells, new pipelines, and 2 new air stripping/granular activated carbon treatment plants. Conducted extensive public outreach with the local community to acquire the well sites and treatment plant sites. Project included close coordination with the Regional Water Quality Control Boards for NPDES permits, Dept. of the Navy, California Dept. of Toxic Substances Control, and Orange County Water District.

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Deep Aquifer Treatment System, Irvine Ranch Water District, Irvine, CA
Project Manager for project to remove naturally occurring color from groundwater to produce a new drinking water supply. The project included drilling 2 new very deep wells, pipelines, an 8 mgd nanofitration treatment plant working at 92% recovery, and connection to Orange County Sanitation District sewers for concentrate disposal. The project was completed on time and within budget to meet an aggressive schedule to provide significant owner savings for a new water supply. Duties included overseeing the design, construction management of the design-build process, and coordination with Orange County Water District to ensure that the concentrate would not impact their Groundwater Replenishment System project.

Harvard Avenue Trunk Sewer, Irvine Ranch Water District, Irvine and Tustin, CA
Project Manager. 36" to 54" trunk sewer provided gravity connection to area formerly served by OCSD's Dow Street Lift Station. Includes two siphons under County flood control channel with air jumpers and a large diameter bore under railroad ROW.

Main Street Trunk Sewer and Sewer Diversion Structure, Irvine Ranch Water District, Irvine, CA
Project Manager. 60" sewer connects IRWD raw sewage flows to OCSD's collection system at Main Street and San Diego Creek. Project included a diversion structure, sewer siphon, air jumper, and flow meter.

Jeffrey Road Trunk Sewer, Irvine Ranch Water District, Irvine, CA
Project Manager. Design of new gravity sewer and triple-barrel siphon with air jumper pipe at San Diego Creek.

Michelson Pump Station No. 3 and Force Main, Irvine Ranch Water District, Irvine, CA
Project Manager. Pumps solids flows from MWRP to OCSD's collection system. Includes force main under I-405, a pig launching station, and chemical addition to reduce odors in the OCSD collection system.

University Drive Sewage Lift Station, Irvine Ranch Water District, Irvine, CA
Project Manager. Planning and design of lift station along University Drive that pumps to MWRP.

Bonita Canyon Road Sewage Lift Station, Irvine Ranch Water District, Irvine, CA
Project Manager. Design of lift station along Bonita Canyon Road that pumps to MWRP.

Sewage Lift Stations, Irvine Ranch Water District, Newport Beach, CA
Project Manager. Planning and design of lift station and force main along Newport Coast Drive that pump to OCSD's collection system.

Westpark Development, Irvine Ranch Water District, Irvine, CA
Project Manager. Planning and design of potable water, sewer, and recycled water pipelines in a new residential development area.

Newport Coast Development, Irvine Ranch Water District, Newport Beach, CA
Project Manager. Planning, design, and program management of potable water, sewer, and recycled water infrastructure including pump stations and reservoirs in a new luxury residential development area.

Foothill Ranch Development, Irvine Ranch Water District, County of Orange, CA
Project Manager. Planning, design, and program management of potable water, sewer, and recycled water infrastructure including pump stations and reservoirs in a new residential development area.

Shady Canyon Development, Irvine Ranch Water District, Irvine, CA
Project Manager. Planning, design, and program management of potable water, sewer, and recycled water infrastructure including a pump station and reservoir in a new luxury residential development area.



Jerimy Borchardt, PE

Pipelines

Mr. Borchardt is an accomplished project manager with 14 years of diverse planning, design and construction experience which allows him to effectively lead teams in a wide range of water and wastewater projects throughout California

Education

B.S., Civil Engineering, California State University, Fresno, CA

Certification/License

Professional Engineer

OSHA: 10-hour Construction; 8-hour Confined Space

Areas of Expertise

Pipeline and pump station planning

Large diameter pressure/gravity design

Multi-discipline pump station design

Pipeline and pump station construction management and inspection

Professional Activities

ASCE

Publications/Presentations

Vacuum System Reduces Pump Station Power Consumption – ASCE Pipelines 2014 Conference

Water Infrastructure Improvement Project, City of Manhattan Beach, Manhattan Beach, CA

Project Manager for the design of replacement distribution pipelines as part of the City's three-year replacement CIP for critical sections within their water distribution network. The design required the re-alignment in congested corridors of most of the nine different pipeline segments that comprised the 8,700 LF of 6- to 8-inch distribution pipe to allow continued residential water service. The project required 20 different connection details to existing distribution pipe, design for 39 ADA compliant sidewalk access ramps, and complete grind and overlay of the 13 streets affected by the pipeline replacements. Close coordination with Department of Drinking Water (DDW) was required to obtain separation waivers required because of the pipeline re-alignments and congested pipeline corridors. The 90% design was completed in 5 months and is awaiting DDW waiver review and approval.

Whitewater Erosion Protection Structure Rehabilitation, Metropolitan Water District of Southern California, Los Angeles, CA

Project and design manager for the rehabilitation design of the erosion control structure that protects the dual Colorado River Aqueduct siphon crossing of the Whitewater River. The design included analysis of modeled river flows and the sizing of replacement rip-rap and other reinforcement design elements using U.S. Bureau of Reclamation and Army Corps of Engineer design methods that will mitigate further damage of the remaining structure into the near future and be constructible in an expedited manner. Because of the importance associated with protecting the Aqueduct siphons and facilitation advertisement, bidding, and construction of the rehabilitation in later the same year, the $125,000 design duration was only one and a half months long and required weekly design reviews by the multiple departments within Metropolitan.

Pump Station 4 Replacement Project, Byron-Bethany Irrigation District, Byron, CA
Construction Manager for the replacement of Pump Station 4, a vital BBID facility which provides irrigation water to over 1,000 acres. Construction of the project required close coordination with BBID to maintain operations of the existing pump station while the replacement pump station was constructed through irrigation season and expedited construction during the winter because it is located along a seasonal creek. The new pump station has a capacity of 32 cubic feet per second (cfs) and includes a cast-in-place reinforced concrete wet well, over 150 feet of reinforced shotcrete canal lining, traveling debris screen and conveyor, four vertical turbine pumps with two constant speed drives and two variable speed drives, two magnetic flow meters, and a new precast concrete control building. The replacement project also included over 1,600 feet of 24-inch diameter reinforced concrete pipe at two 50-foot welded steel pipe bridges.

San Diego County Water Authority Planning Services for Task 3 - San Diego 5ABC Flow Control Facility Replacement, San Diego County Water Authority, San Diego, CA
Project Engineer for the preliminary alternatives analysis, planning level conceptual design and cost estimates for new facilities and transmission pipelines including stakeholder coordination, environmental review and permitting evaluation of several viable alternatives for replacing the SD 5ABC Flow Control Facility (FCF). The Hazen team identified and recommended the preferred alternative for further evaluation during next phase of preliminary design. In addition, team members completed a hydraulic analyses based on the various flow demand deliveries through the Second Aqueduct system from the Miramar Vent to the Red Cedar Crossover to determine if the higher hydraulic gradients required to operate the 5ABC FCF and/or a hydraulic constraint at Red Cedar is causing the back-up in Miramar vent. Team members collaborated closely with the Water Authority throughout this project using in-person workshops and virtual meetings to review the results and discuss the recommendations during each of the project milestones.

Mountain House Raw Water Pipeline – Hydraulic Evaluation and Condition Assessment Project, Byron-Bethany Irrigation District, Bryon, CA
Project Engineer. The project involved a field investigation, hydraulic evaluation and condition assessment for 3.75 miles of a 30-inch diameter bar-wrapped welded-steel pipeline that delivered raw water to a local community WTP. Hazen team members completed the hydraulic investigation and evaluation of the existing pipeline to document the real-time system pressures, establish the baseline HGL condition and estimate the design HGL for comparison with the real-time data to confirm whether the pipeline pressure were within normal operating parameters for the flow deliveries to the WTP. After a market analysis of viable non-destructive condition assessment technologies, Hazen developed a comprehensive Request for Proposal for solicitation of bids and selection of a vendor to complete a visual (CCTV) and structural inspection of the pipeline to confirm and baseline the pipeline's current condition and identify any repairs that may be necessary including sediment removal. The next phase includes overseeing the field condition assessment and providing rehabilitation and/or replacement recommendations.

Upper Main Canal Enclosure Project, The West Side Irrigation District, Tracy, CA
Project Manager and Construction Manager for the construction of three double 42-inch culvert pipe crossings totaling 1,200 LF and included demolition of existing culverts and construction of new inlet and outlet cast-in-place concrete structures. As the Owner's representative provided construction oversight and construction management including coordination between Design Engineer, Contractor, Owner, and materials testing representatives. Construction was completed on a fast track schedule over one month to allow for the beginning of irrigation season.



Steven Conner, PE

Technical Advisor: Pump/Booster, Wells Lead

Mr. Conner is a professional civil engineer with 28 years of experience in the planning and design of water infrastructure including pump stations and booster stations.

Education

BS, Civil Engineering/Water Resources, University of California, Irvine

Certification/License

Professional Civil Engineer

Transportation Worker Identification Credential (TWIC), California

Areas of Expertise

- Condition Assessment
- Pump Stations
- Well Equipping
- Pipeline Design
- Trenchless Pipeline Rehabilitation and Installation
- Steel Tanks
- Concrete Tanks

Professional Activities

American Society of Civil Engineers, Member

Mr. Conner has particular expertise in pump station design and has managed or served in a key technical role on projects ranging in size up to 600 mgd capacity. This includes in-depth evaluation of system requirements for proposed new facilities as well as rehabilitation, upgrade, or replacement of existing pumping systems. Steve serves as the pump station expert for the West Region.

Mr. Conner is highly skilled in project coordination and communication with public agencies at all levels of government, including federal state, county and municipalities, non-governmental organizations, and special interest groups. He has managed multi-disciplined project teams for large and complex projects throughout his career and has proven results through the collaborative relationships he has built with his clients and team.

Barrier Pump Station and Basin Rehabilitation and Replacement (R&R) Project, West Basin Municipal Water District, CA

Pump and Mechanical Task Lead. Hazen conducted detailed condition assessment of six pumps (two 150hp and four 300hp) including variable frequency drives (VFDs) and all associated mechanical, electrical and control systems. In addition, a detailed mechanical, structural and electrical condition assessment was conducted of the facilities. Hazen prepared a technical memorandum documenting the condition assessment work and subsequently, worked with West Basin staff to prepare a project construction phasing plan to align the estimated $8 million construction project with the District's Capital Improvement Plan (CIP) budget. Hazen has been retained to conduct the design of the R&R improvements and prepare bid documents.

Union Sanitation District (USD), Pump Station Asset Condition Assessment Study, Union City, CA

Pump Expert. Performed condition assessment for 2 pump stations and 4 lift stations. Evaluated business risk exposure of all the assets within these stations. Identified major CIPs for the stations and developed an implementation schedule for the CIPs. Developed an Asset Management Decision Support Dashboard using Power BI to visualize the risk and condition assessment results along with long range funding needs to better support the decision-making process for future capital investment.

Well No. 36 Design and Environmental Permitting - Palmdale Water District, Palmdale, CA
Project Engineer for the permitting and design of a new water supply well. Project is being delivered in an expedited manner to provide a new source of water for the District as soon as possible. Project will also involve engineering services during construction including inspection.

Seismic Assessment of Steel Reservoirs, Orange County, CA Moulton Niguel Water District.
Project Engineer. Conducted a seismic, structural, mechanical, and safety assessment of 42 steel reservoirs. Evaluations and analysis were conducted for each tank by structural, civil/mechanical, and electrical engineering experts. The analyses included review and evaluation in the following categories: ring footing deficiency, freeboard deficiency, inlet/outlet piping, sample ports, safety, coating, cathodic protection, tank appurtenances, internal dive inspections, and geotechnical investigations. The final report included details of the findings and recommendations for improvements which was incorporated into a 20-year capital improvement program.

Van Vliet Pump Station, City of Chino, CA
Design of an 18 cfs (8,100 gpm) stormwater pumping station for the City of Chino. The pump station is designed to pump peak stormwater flows during rain events, and low flows from the detention pond water quality filter system. The pump station utilizes VFD driven duplex submersible non-clog pumps designed to maintain a constant liquid level in the wet well. VFD pumps were selected for this application to reduce the size of the wet well and number of pumps needed based on pump cycle time calculations.

Plant 30 Wellhead Treatment Design, Montclair, CA
Well pump analysis, QA/QC, and construction support for the planning, design, and construction of a 4,000 gpm wellhead treatment system for Monte Vista Water District. Treatment includes GAC for 1,2,3-TCP and regenerable ion exchange for nitrate and perchlorate. The design includes site civil design and treatment of three wells and off-site pipelines from two wells to the third well site.

Reservoirs 1 & 2, Pumps, Controls and Chemical System Assessment, Mesa Water District, Costa Mesa, CA
Completed an assessment of the condition and operation of the pumps and controls system at two domestic water reservoirs, developed a plan for removal and testing of pumps as well as completed an evaluation of the existing chemical dosing system. Prepared a preliminary design report and 30-percent design plans and specifications to replace the existing chemical feed systems and install new reservoir mixers.

Sterling Pump Station, Riverside, CA
Project Manager. Mr. Conner was responsible for developing preliminary design alternatives, plans, specifications, and cost estimates for the construction of a new water pump station to deliver flow from the Arlington Desalter to two separate pressure zones in Western Municipal Water District's distribution system. Preliminary engineering studies included: comprehensive hydraulic analyses of the supply and distribution systems, evaluation of pump station operations, life-cycle cost analyses for alternative configurations of pumps, primary power (natural gas engines verses electric motors), and backup power. The final design included a 1.1 MG partially buried prestressed concrete forebay; a pump station building housing six 700 hp electric motor driven pumps, two 700 hp natural gas engine driven pumps, and motor control center; a surge tank; a chemical building for storage and feeding of sodium hypochlorite and ammonium sulfate; and a diesel driven backup generator to power one electric motor. The pump station is designed for an ultimate capacity of 30 cfs at 450 psi discharge pressure.



Steve Diamond, PE, BCEE

Groundwater Treatment Facilities & Pump/ Booster Stations

Mr. Diamond has 29 years of experience with planning, pilot testing, detailed design, and operations assessments, including start-up and training, for various potable water treatment, potable reuse and wastewater treatment applications.

Education

B.S., Civil Engineering, Lehigh University, Bethlehem, PA

Certification/License

Professional Engineer

Areas of Expertise

- Drinking Water Treatment – Planning, Design, PM, Operations Assessment
- Potable Reuse – Planning, Design, PM
- Wastewater Treatment – PM

Professional Activities

AWWA

He has been responsible delivering work as the Project Manager, Design Manager and Technical Expert, and he is experienced in all three rolls. Mr. Diamond has managed and coordinated multi-disciplinary design teams to deliver planning documents, and construct documents for hard bid construction projects as well as design build projects. He is a registered Civil Engineer (PE) in California and Florida and a Board Certified Environmental Engineer with AAEE. Mr. Diamond specializes in the planning, design and implementation of advanced treatment technologies for potable water treatment and water reuse.

Sunset Reservoir and Treatment Final Design, Pasadena Water and Power, Pasadena, CA

Treatment Lead for the Sunset Complex Project, which includes construction of two new circular prestressed concrete reservoirs to provide 11 million gallons of storage and a 3,000-gpm capacity groundwater treatment facility, consisting of granular activated carbon and ion exchange treatment processes for removal of PCE and Perchlorate, respectively. The new facilities will be built on the existing reservoir site that was originally constructed over 120 years ago. The project also includes re-equipment and rehabilitation of the onsite Bangham Well, new landscaping, stormwater capture and treatment, and architectural improvements to the existing Glorieta Pump Station Building.

SCVWA Valley Center Well PFAS Groundwater Treatment, Santa Clarita Valley Water Agency, Santa Clarita, CA

Project Manager for preliminary, final design and ESDC services for a PFAS Treatment Facility at the SCVWA's Valley Center Well with a treatment capacity of 1,200-GPM. Planning included an evaluation of treatment alternatives (including GAC, IX and a hybrid GAC/IX), development of conceptual design, and the development of a preliminary design based on IX treatment for PFAS removal. Final design included the IX treatment system, pre-purchasing long-lead items such as the IX Vessels and pre-filters, and the design of a new chloramination facility and site improvements. The project also included well rehabilitation prior to startup.

Hazen

SCVWA Well 201 VOC Treatment Preliminary and Final Design, Santa Clarita Valley Water Agency, Santa Clarita, CA
Project Manager for preliminary and final design, and services during construction of VOC Treatment Improvements at the existing Well 201 site. Design included adding a GAC system for treating 2,000 gpm of groundwater upstream and in series with existing IX perchlorate treatment. The GAC system included two 12-ft diameter, 40,000 lb. capacity vessels in parallel, treating 1,000 gpm per vessel. The design included a belowgrade concrete backwash waste tank and submersible BWW pumps, a new chemical storage and handling building for bulk sodium hypochlorite and liquid ammonium sulfate.

SCVWA Well 205 Preliminary and Final Design, Santa Clarita Valley Water Agency, Santa Clarita, CA
Project Manager for preliminary and final design of a new Groundwater Treatment Facility for SCVWA's Well 205, with a capacity of 2,700 GPM. Assessed perchlorate and TCE treatment alternatives for 2,700 GPM well. Developed preliminary design for a hybrid GAC and IX system, including pre-filters and chemical area, for the removal of perchlorate and TCE from the groundwater.

SCVWA Groundwater Implementation Plan, Santa Clarita Valley Water Agency, Santa Clarita, CA
Technical Advisor and QA/QC for a feasibility evaluation for compliance of perchlorate, and PFAS impacted SCV Water wells, developed planning level treatment costs, and updated data from the 2015 Urban Water Master Plan (UWMP) and supported development of the 2020 UWMP.

CLWTP Phase 1 Improvements Design, Elsinore Valley Municipal Water District, Lake Elsinore, CA
Project Manager for the pilot testing, preliminary design and final design of the Phase 1 Improvements at an existing surface water treatment facility, the Canyon Lake Water Treatment Plant. The plant draws water from Canyon Lake, which receives surface water tributary to the San Jacinto watershed and has a capacity of 12,000 acre-feet. This project included an evaluation of PFAS treatment alternatives to be further studied and tested, including post filtration GAC, IX and RO/NF, and recommended a dual barrier GAC/IX system. The team conducted pilot testing for 10 months on two alternative PFAS treatment trains, including (1) post filtration dual barrier PFAS treatment with GAC/IX and GAC/Fluorosorb alternatives, and (2) a GAC/Pyrolusite in filter with IX post filter contactor treatment train. In addition to new PFAS treatment system and appurtenant systems, the Phase 1 Improvements design includes new static and rapid mixer, flocculation/sedimentation basins, centralized chemical storage and handling facility, booster pump station, intake pump station and site improvements.

Carlsbad Ocean Water Desalination Plant, Poseidon Water, Carlsbad, CA
As part of design/build delivery of a 25 MGD ocean water desalination plant located at the Encina power generating station, provided engineering support for the intake/feed water and product water pump station system design, and led the design of the Reverse Osmosis Building.

Perris North Basin Groundwater Program – Preliminary Design, Eastern Municipal Water District, Perris, CA
Project Manager for the preliminary design for three separate groundwater treatment sites in the Perris North Basin. Designed a centralized treatment facility to treat 1,240 gpm of groundwater from two (2) wells for the Moreno Valley Area that included GAC for PCE removal, single-use IX for perchlorate removal and staggered bed IX for nitrate removal. Designed chemical feed systems to provide a chloramine residual disinfectant, and well equipping/wellheads, and a product water pump station/clearwell. Designed a 2,300 gpm centralized treatment facility for the Cactus Corridor, including GAC for PCE removal, and a 650 gpm GAC treatment facility for PCE and PFAS treatment at the South Area Well 204.



Bill Malone, PE, PMP

Water Reservoirs Lead & Pipelines

Mr. Malone serves as a Senior Associate in Hazen and Sawyer's Conveyance Group. He has over 34 years of experience delivering large-scale conveyance and drinking water projects.

Education

B.S., Civil Engineering, California State Polytechnic University, Pomona

Certification/License

Professional Engineer

PMI Project Management Certification

Areas of Expertise

- Program Management
- Project Management
- Construction Management
- Project Delivery
- Water and Sewer System Planning
- Hydraulic Analysis
- CIP Budgeting
- Well Equipping Planning, Design and Construction
- Water Pipelines Planning, Design and Construction
- Reservoir Storage Planning, Design and Construction
- Sewer Pipelines Planning, Design and Construction
- Sewage Lift Stations and Force Mains Planning, Design and Construction
- Plan Checking, Quality Control Reviews and Constructability Reviews

Professional Activities

Project Management Institute (PMI)

AWWA

He has spent the last 30 years specializing in conveyance infrastructure facilities; collection and transmission pipelines, pumping stations, lift stations, water wells, reservoirs, and wellhead treatment facilities. An accomplished program, project, and construction manager, he provides technical and management capabilities to work in collaborative settings involving complex projects and community interests. He has an extensive experience in project management and has managed a wide variety of projects from initial planning, including master facility plans and engineering feasibility studies through design, including plans, specifications, and engineering cost estimates, to construction, including construction manager, contract administrator, project coordination with stakeholders and constructability reviews.

Mittry 3.13 MG Reservoir, Lake Arrowhead Community Services District, San Bernardino County, CA

Mr. Malone was the Technical Advisor on the project leveraging the experience and lessons learned on the Sunnyslope Reservoir project. The District conducted a storage tank assessment program to evaluate tanks within their water distribution system and covered future maintenance liabilities, structural integrity, demand requirements, and seismic capability. Each tank was given a level of priority and recommendations for retrofitting or replacing the existing tank structures were provided. One of the high priority tank sites was the Mittry site which included two existing welded steel tanks, 0.5 MG tanks and 1.0 MG capacities, and were in very poor condition and their seismic survivability was deemed to be very low. The cost to retrofit the tanks was extremely high so the District elected to replace the existing steel tanks completely. The evaluation of alternative tanks products concluded that an AWWA D110 Type I prestressed concrete tank would best serve the District. The decision was based on the opportunity to maximize storage volume, elimination of an expensive retaining wall, reduced freeboard requirements, proven seismic performance, and lowest total cost of ownership. The project consisted of the design of a 3.13 MG Prestressed-Concrete Tank near Lake Arrowhead in the San Bernardino Mountains. DN Tanks served as a specialty subcontractor to Schuler Engineering Corporation. The 3.130 MG tank stands 67 feet tall and is the tallest prestressed concrete tank

Hazen

in the State of California. Mr. Malone was responsible for the oversight of the project team's design implementation and provided input with lessons learned during the design and construction of the Sunnyslope 11.8 MG prestressed concrete reservoir to be addressed in the projects plans and specifications and constructability of the project.

Eastside Water Treatment Plant, City of Chino, San Bernardino County, CA –
Mr. Malone was the Technical Adviser for the Brine Line. The project consisted of the expansion of the City's existing plant treating 1,2,3-TCP and Nitrate from 3,500 gpm to 7,000 gpm with additional GAC and IX facilities. Brine was previously stored and trucked for disposal. The project included the design of 18,640 LF of offsite dual 6-inch diameter gravity PVC brine lines to discharge brine and softener waste separately to the Inland Empire Brine Line for direct disposal. Mr. Malone was responsible for the preliminary design and alignment analysis, hydraulic analysis of the discharge lines from the Plant to the IEUA brine line, and coordination of the alignments with the City of Ontario planning and engineering departments that included review of the City of Ontario's future Master Planned Water, Sewer, Storm Drain, Recycled Water and Fiber Optic facilities, required to serve the City's Ontario Ranch developments within minimal existing right-of-way corridors.

Wells 4 & 6 Water Treatment Plant, City of Chino, San Bernardino County, CA –
Mr. Malone is the Project Engineer for the Raw Water and Brine Lines. The project consists of a new Treatment Plant for wells 4 and 6 to treat 1,700 gpm of water supply for 1,2,3-TCP, Perchlorate, Hexavalent Chromium and Nitrate with GAC and IX facilities. Raw water will be brought to the plant by 3,400 LF of 8 and 12-inch diameter mains. Brine disposal will be to the IEUA brine line through 4,200 LF of offsite dual 6-inch diameter gravity PVC brine lines to discharge brine and softener waste separately. Mr. Malone's responsibilities include preliminary design and alignment analysis, preparation of plans, specifications and engineers estimate, coordination on CEQA documentation and permit approvals including for brine disposal with IEUA.

Sunnyslope 11.8 MG Reservoir, Jurupa Community Services District, Riverside County, California –
Mr. Malone was the Project Manager, Project Engineer and Construction Manager. The project consisted of the design of an 11.8 MG Reservoir at the base of the Jurupa Mountains. The project provided water storage in the District's 1100 PZ. The Reservoir is an 11.8 MG pre-stressed, reinforced concrete structure 230 FT in diameter and 42 FT high. The reservoir was partially buried between 16 feet and 27 feet. Earthwork consisted of 130,000 cy of excavation, embankment, and export. Improvements included 1,500 LF of 24-inch diameter drain and overflow line, onsite piping, electrical service to the site, electrical controls, SCADA, site security, lighting, paving and drainage, and perimeter fencing. Mr. Malone oversaw the Preliminary Design Report consisting of the evaluation of the 65 acre property for proposed reservoir siting, sizing to meet required water system HGL, minimum storage requirements, protecting and maintaining existing 3.2 MG Reservoir in service, review of alternative steel versus pre-stressed concrete material design and life cycle analysis, and options of partial burying of reservoir to minimize export. The PDR resulted in 6 alternative configurations ranging from 10 MG to 20 MG with project costs ranging from $12,600,000 to $17,700,000. Mr. Malone coordinated closely with the preparation of the required CEQA ISMND document with exhibits, construction phasing and staging requirements, equipment to be used, and project schedule. Mr. Malone concurrently prepared the final design of the recommended and selected alternative that included preparation of plans, specifications, and engineers' estimate. The design was closely coordinated with the geotechnical engineer on seismic and excavation requirements. The geotechnical evaluation included seismic refraction surveys to define the rip ability of the soil's material and rock underlaying the reservoir site. Mr. Malone continued the project as the Construction Manager and provided construction management services including bid document review, contract administration, submittals, RFI's, change orders, partial pay estimates, oversight and coordination of project inspectors, resolution of field issues and closeout services.



Wyatt Dressler, PE

Water Reservoirs & Tanks

Mr. Dressler specializes in structural and seismic design of water and wastewater treatment facilities, water storage facilities and support systems for conveyance pipelines..

Education

BS, Civil Engineering, California State University Northridge

Certification/License

Professional Engineer

Areas of Expertise

- Concrete Hydraulic Structures for Water & Wastewater Treatment
- Masonry Building Structures
- Bridge Pipeline Crossings
- Structural and Seismic Evaluation
- Structural Modeling

Experience

- 16 total years

Owners Agent San Fernando Basin Groundwater Remediation, City of Los Angeles Department of Water and Power, Los Angeles, CA
As owner's agent, Hazen is providing a full range of expert professional engineering and consulting services to assist in the initiation, planning, design, permitting, procurement planning, alternative delivery, construction, commission, close out and operations of the San Fernando Groundwater Remediation Facilities in accordance with LADWP design requirements. Mr. Dressler led the structural design of the water treatment facilities that included cast-in-place concrete building structures using conventionally reinforced mat foundations with special reinforced concrete shear walls and flexible roof diaphragm; mat slab foundations to support process treatment equipment; and a chemical storage/dosing facility with steel framed canopy. Building designs included provisions for supporting mechanical, electrical and HVAC equipment, including wall openings for exhaust fans and vents. During construction phase Mr. Dressler performed on-site structural observations of reinforcing steel for the concrete foundations and walls of the buildings, as well as coordinating with Construction Manager on shop drawing reviews and RFIs.

Park Manor Reservoir Column Condition Assessment and Recommendations, Glendale Water & Power, Glendale, CA
As Structural Design Engineer, Mr. Dressler performed a structural condition assessment of the existing wood columns and wood roof framing of the Park Manor Reservoir, after the reservoir suffered a column failure for which the column was subsequently replaced in-kind. The client desired a structural assessment of the existing reservoir columns and roof framing in order to determine if they were adequate to support existing roof dead and design live loads for the short term future. Mr. Dressler performed field examinations of the existing columns and roof framing with the reservoir empty and full, with the use of an inflatable kayak. Tasks also included preparation a Structural Condition Assessment Report of the findings and recommendations, along with a construction cost estimate for repair.

Glenoaks Pump No. 1 Replacement Project, City of Glendale, CA
Structural Lead for preparing the plans, specifications and estimates the replacement of Pump No. 1, a 125 hp, 4160 volt 875 gpm centrifugal pump that has outlived it useful life. The pump was replaced in kind in the Glenoaks Pump Station (2018). The pump serves the 1290 pressure zone in the Glenoaks Canyon area. Pump No. 1 serves the daily flow condition for the 1290 pressure zone. Pump No. 2, a 250 hp, 4160 volt, 2,000 gpm centrifugal pump, which was recently replaced, will serve as the high demand pump. The work included a hydraulic analysis Technical Memorandum used for pump selection and a review of the hydraulic performance of the pumping station. The work also included the engineering services during construction by doing the RFI and Submittal reviews for the City.

Glorietta Park Pump Station Pumping Unit No. 2 Replacement, City of Glendale, CA
Structural Lead for preparing plans, specifications, and estimates for the replacement of Pump No. 2 at the Glorietta Park Pump Station. The new pump will be a 450 hp, 4160 volt, and 1,800 gpm vertical turbine can pump. The pump will boost water from the Glorietta Park Reservoir West Cell to the New York Reservoir in the 1666 Zone. The work includes a hydraulic analysis technical memorandum used for pump selection and a review of the hydraulic performance of the pumping station. The work will also include engineering services during construction, covering RFI reviews, submittal reviews, and inspection.

Reservoir 1 & 2 Chemical Management System, Mesa Water District, Costa Mesa, CA
Structural Lead for the final design of chemical dosing and water quality monitoring systems at Mesa Water District's Reservoir 1 and 2 sites. Responsibilities include preparation of drawings for construction, specifications and estimate. Structural tasks include design of chemical dosing facility at each reservoir site consisting of a conventionally reinforced concrete mat slab with spill containment to support chemical storage tanks, pumps, piping and ancillary equipment. The slab foundation was also designed to support a pre-engineering metal canopy overhead to protect the chemical dosing equipment from sun exposure and weather.

Elizabeth Reservoir, Booster Pump Station and Well No. 29, City of South Gate, South Gate, CA
Mr. Dressler served as Structural Design Engineer on the design team for the Elizabeth Reservoir and Well No. 29 project for the City of South Gate. The structural scope of work included the design of a booster pump station building and concrete mat foundation for a new 2.3 MG welded steel tank reservoir (designed by others), as well as the design of four concrete block building structures at the Well No. 29 site. The structural scope of work at the well site also included the retrofit of the foundations for an existing elevated steel tank reservoir. Mr. Dressler's responsibilities included design, plans, and specifications for the concrete block buildings and equipment supports at each site, which includes the pump station building, well head building, sodium hypochlorite building, and a generator building. Each building was designed using special reinforced masonry shear walls supporting a flexible roof diaphragm. The building roof system consists of fabricated steel trusses supporting metal decking with plywood sheathing and metal tile roofing. The well head building was designed with a section of removable roof and removable walls to facilitate removal of the well pump and piping for maintenance or replacement.

Plant 224 Reservoir and Pump Station, Suburban Water Systems, Whittier, CA
Mr. Dressler served as lead Structural Design Engineer responsible for the structural design, plans, specifications, and cost estimate for a 2,800-square foot single story concrete block pump station building on continuous spread footings. The pump station is connected to two new cast-in-place, conventionally reinforced, rectangular concrete reservoirs with a capacity of 2.4 MG and 4.7 MG. The masonry building was designed with tall parapet walls to satisfy several design criteria which include the City's building architectural guidelines, shielding the roof mounted HVAC equipment from view and reducing the noise produced from the roof mounted equipment.



Kirsten Plonka, PE

Water Resources PlanningKirsten brings over 20 years of experience in the planning, design, and management of water, wastewater, and recycled water systems.

She specializes in project management, hydraulic modeling, feasibility studies, infrastructure and water resource planning studies, and master planning, including Capital Improvement Plans and budgeting. She is well versed in funding alternatives, regulatory compliance, and public policy development. Kirsten's experience includes database development and integration of geographic information systems (GIS) with hydraulic models, recycled water customer databases, and asset databases. She also has experience managing public engineering departments, as well as headed up wastewater collections. Her extensive experience in the public sector allows her to approach projects from an owner's perspective and plan and design projects that are implementable and user-friendly.

Education

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

MS, Management, Colorado State University, Global Campus (in-process)

Advanced Water & Wastewater Modeling Certified by Innovyze & Bently

AWIA Certification, EPA

Certification/License

Professional Engineer

Areas of Expertise

- Water Supply Planning and Modeling
- Water Resource Planning
- Water and Collection System Master Planning
- Risk, Resiliency, and Emergency Response Planning
- Feasibility Studies
- Infrastructure Design

Professional Affiliations

American Society of Engineers

American Public Works Association

Engineers Without Borders (former Southern California State Representative)

Potable Reuse Advisory Committee, San Diego County Water Authority

2020 UMWPs, Various Clients, CA
Project Manager and QA/QC. Management of the preparation of 2020 UWMPs for San Antonio Water Company, City of Escondido, Valley and Center Municipal Water District. Quality control for 2020 UWMPs for Big Bear Community Services District and Scotts Valley Water District & San Lorenzo (a combined plan). Oversight of plan deliver and quality to meet California DWR's requirement and demonstrate supplies and demands through 2045 for each agency.

2020 Urban Water Management Plan, Big Bear City Community Services District (BBCCSD), CA
Principal in Charge and QA/QC. Preparing 2020 UWMP for BBCCSD, a retail agency for a predominantly residential customer base that experiences an influx of part-time population and vacationers enjoying the summer and winter recreational facilities. BBCCSD's water supply is exclusively groundwater, developed through springs and wells. This plan will address new requirements for 2020 UWMPs, including WSCPs with prescriptive elements, 5-Year DRAs, and regional groundwater efforts and plans related to the Sustainable Groundwater Management Act.

2020 Urban Water Management Plan, Soquel Water District, CA
Supporting Author. Preparing 2020 UWMP for the District, a public agency that provides water service within unincorporated Santa Cruz County and portions of the City of Capitola. The District is solely dependent on local groundwater from the Soquel Aptos Groundwater Basin.

Hazen

Since the mid-1990s, the District has been evaluating multiple alternative water sources to supplement its groundwater supply. The District is pursuing supplemental supply options, namely Pure Water Soquel, a groundwater replenishment and seawater intrusion prevention Project. These emerging programs and other changing water conditions will be integrated into the new plan.

2015 Urban Water Management Plan, City of Carlsbad, Carlsbad, CA
District Engineer. Developed 20-year per capita water use projections by census block within the Division's boundary in accordance with California Senate Bill x 7-7. Evaluated supply, supply reliability, demand, supply and demand comparison, and developed a water shortage contingency plan.

2010 Urban Water Management Plan, City of Port Hueneme, Port Hueneme, CA
District Engineer. Developed 20-year per capita water use projections by census block within the Division's boundary in accordance with California Senate Bill x 7-7. Evaluated supply, supply reliability, demand, supply and demand comparison, and developed a water shortage contingency plan.

2010 Urban Water Management Plan, Rainbow Municipal Water District, Fallbrook, CA
District Engineer. Prepared the 2010 UWMP to fulfill the requirements of the Urban Water Management Planning Act.\ Developed 20-year per capita water use projections by census block within the Division's boundary in accordance with California Senate Bill x 7-7. Evaluated supply, supply reliability, demand, supply and demand comparison, and developed a water shortage contingency plan.

2005 Urban Water Management Plan, Rancho California Water District, Temecula, CA
District Engineer. Developed 20-year per capita water use projections by census block within the Division's boundary in accordance with California Senate Bill x 7-7. Evaluated supply, supply reliability, demand, supply and demand comparison, and developed a water shortage contingency plan.

As-Needed Hydraulic Modeling Services, Otay Water District, Spring Valley, CA
Project Engineer. Provides as-needed services for computerized hydraulic models to manage the District's potable water distribution, recycled water distribution, and wastewater collection pipe networks. She provides modeling services to optimize current operations, evaluate potential improvement projects, and allow for planning of future developments.

Water Master Plan and Condition Assessment, Big Bear City Community Services District, Big Bear City, CA
Project Manager. Conducted site visits and leveraged operator knowledge to document and address the maintenance and replacement needs of the current water system. Prepared detailed analysis of the District's infrastructure and conveyance system, as well as considered age and useful life. By the completion of the master plan, a comprehensive CIP will be developed that will be used to set annual budgets, establish rates and fees, prioritize improvements, and proactively prepare for future needs.

Comprehensive Planning Study, California American Water, Monterey District, CA
Project Engineer. Developed a Comprehensive Planning Study (CPS) for California American Water's Monterey District which included developing recommendations for a CIP, and included customer and demand projections, an assessment of adequacy of supplies, treatment, and distribution system facilities, and an evaluation of alternatives for developing additional supplies. Updated and calibrated the WaterGEMS hydraulic model. Performed an assessment of the distribution system piping, pumping, and storage capacity to meet current and projected demands, and to ensure it is providing adequate levels of service and reliability. The CIP is based on providing adequate capacity, meeting projected demands and growth, and meeting planning criteria and regulatory requirements.



Luke C. Wang, PE

Water Resources Lead

Mr. Wang specializes in water supply planning, operations, and demand forecasting. He is Hazen's Water Resource Management Leader for the West Region.

Education

MS, Earth and Environmental Engineering, Columbia University

BS, Earth and Environmental Engineering, Columbia University

Certification/License

Professional Engineer

Areas of Expertise

- Water supply operations management
- Source water quality
- Big data management and visualization
- Hydrology

Professional Activities

American Water Works Association (AWWA)

AWWA Information Management & Technology Research Committee - Chair

American Geophysical Union

Publications

Arnold, Roger, Luke Wang, Talle Lopez, Sophie James, and Nicole Blute. "Updating Lead and Copper Rule Sample Site Selection: Best Practices from an Innovate Pilot Program." Journal of the American Water Works Association, April 2020: 22-31.

Gong, Gavin, Lucien Wang, Laura Condon, Alastair Shearman, and Upmanu Lall. "A Simple Framework for Incorporating Seasonal Streamflow Forecasts Into Existing Water Resource Management Practices." Journal of the American Water Resources Association 46.3 (2010): 574-585.

Santa Clara Valley Water District (Valley Water) Water Demand Model, San Jose, CA

Project Manager for developing Valley Water's new water demand model. Valley Water is in the process of developing a new water demand model for the purpose of developing long-term water demand projections. The model will be used to support several water supply planning and analysis efforts. As Project Manager, Mr. Wang is responsible for guiding the overall technical direction of the project, as well as maintaining the project budget and schedule.

East Bay Municipal Utility District (EBMUD) 2050 Demand Study, EBMUD, Oakland, CA

Deputy Project Manager for EBMUD's 2050 Demand Study. EBMUD is in the process of developing an econometric model for forecasting water demands in their service area out to the year 2050. The econometric model will explicitly account weather/climate conditions, anticipated land use changes, development trends, and socioeconomic factors (e.g. water rates, jobs, population growth, income) which have been shown to impact water use. The forecasted demands will be a critical component of EBMUD's 2020 Urban Water Management Plan.

Bay Area Water Supply & Conservation Agency Regional Water Supply Reliability Model Development and Analysis Services, San Mateo, CA

Project Manager and lead systems modeler for BAWSCA's Regional Water Supply Reliability Model project. Designed a water supply system model for the Bay Area incorporating regional supply sources (e.g. San Francisco Regional Water System) with locally utilized supplies and detailed estimations of municipal demands. BAWSCA is using the model for long-term water reliability planning and alternatives analysis.

Beverly Hills Integrated Water Resources Master Plan (Water, Sewer, Storm, Recycled, and SCADA), City of Beverly Hills, CA

Provided technical guidance and supported development of the long-range demand forecast for Beverly Hills' Integrated Water Resources Master Plan (IWRMP). The forecasts supported hydraulic modeling of the City's potable water system and will be used to support the City's other long-range planing efforts. The forecasts incorporated both per-capita and land use elements.

Hazen

Sweetwater Authority, Water Resources Master Plan, Chula Vista, CA
Project Manager. Currently working closely with Sweetwater Authority (Authority) an update to its Water Resources Master Plan. The intent of the Water Resources Master Plan is to examine the reliability of the Authority's water supplies to meet demands over a twenty-five-year planning period, to evaluate development of new local water supplies and/or expansion of existing local water supplies, and provide recommendations for reliable and cost-effective project alternatives to reduce dependence on more costly imported water supplies.

W2022 Water Facilities Master Plan Updates, Otay Water District, CA
Water Demand Lead. Developing updated WFMP for Otay, including updated water demands for potable and recycled water systems, hydraulic modeling, new source water needs assessment, CIP development, and programmatic EIR.

Design Services for the Development of New York City's Operation Support Tool, NYCDEP, New York, NY
The Operations Support Tool (OST) is a state-of-the-art decision support system to provide computational and predictive operations and planning support for New York City's 1+ BGD water supply system. OST is an integrated model consisting of a water supply operations model, mechanistic reservoir water quality models, hydrologic forecasts, and a database containing near-real-time system data. Mr. Wang developed hydrologic forecasts, demand forecasts, dynamic reservoir operating rules, and customized dashboards for visualizing model output.

Tampa Bay Water Seasonal Source Water Allocation Decision Support Tool, Tampa Bay Water, Clearwater, FL
Developed a forecast-based decision support tool to set monthly source allocations, minimize anticipated costs, and avert financial and regulatory risks during TBW's annual budgeting process. The tool is a two-stage algorithm consisting of an inner system model and an outer optimization module. Mr. Wang designed and coded the inner system model which simulates TBW's monthly surface water and groundwater supply operations. He also designed and tested the outer optimization module (Genetic Algorithm) which seeks source allocations that minimize expected O&M costs and minimize probability of requiring groundwater permit violations. The tool is used to minimize probability of budget shortfall, budget surpluses, and need for utilizing rate stabilization funds or levying within-year rate increases.

Finished Water Quality (Nitrification and LCR) Engineering Services California Water Service Company, San Jose, CA
Project manager. Provided a variety of finished water operations and management consulting services for the California Water Service Company (Cal Water). In Cal Water's Los Altos District, Hazen developed a nitrification action plan, which includes the following services:•Historical analysis of nitrification in the Los Altos distribution system, including identification of likely drivers.•Development of a tailored nitrification action plan, specific monitoring triggers for instituting operational modifications and potential infrastructural modifications for future control.

Lead and Copper Rule (LCR) assessment, California Water Service Company, San Jose, CA
Project manager assisting Cal Water in 7 districts in Northern and Southern California, including Stockton, Bakersfield, San Carlos, and Westlake. Services in support of the LCR assessments include:•Identification of a Tier 1 customer (single family structures containing copper pipe with lead solder) pool in the district service areas using a GIS data-driven approach.•Outreach to likely Tier 1 customers to gauge interest in participation in the LCR sampling program. •Development of an implementation plan for scaling the data-driven Tier 1 identification program to all Cal Water districts.



Sarah Dominick, PE, ENV SP

Water Resource Planning

Ms. Dominick specializes in water resources and integrated planning. Prior to Hazen, she led Denver Water's state of the art master planning effort as the client PM. She has planned for utilities from coast to coast and brings a unique perspective on best practices and innovative planning techniques.

Education

MS, Environmental Science and Engineering, Colorado School of Mines

BS, Civil Engineering, Colorado School of Mines

Negotiation and Leadership Course, Harvard Law School

Certification/License

Professional Engineer

LEED AP Legacy Certification

Envision Sustainability Professional (ENV SP)

Areas of Expertise

- Water quality and treatment
- Utility planninng

Kyrene Water Reclamation Facility – Upgrades and Improvements, City of Tempe, AZ

Water Resources Expert. Facilitated a workshop based decision-making process to examine the long-term water resources needs for the City of Tempe. As part of the process, the highest and best use of Tempe's water reclamation facilities and reusable water were identified based on input from City stakeholders and considering both near term and anticipated future conditions.

WATER2025 Process Selection and Pilot Plant Project, City of Westminster, CO

Project Manager. As part of a consulting team, facilitated the decision-making process for establishing criteria, assessing alternatives, and providing recommendations for WATER2025 (a greenfield 30 mgd water purification facility) and the associated project pilot study. The study includes an assessment of the technical, environmental, regulatory, and economic parameters of the pilot test and the purification facility. The project was developed to include a number of workshops as key decision points to collaboratively review and discuss alternatives and to evaluate recommendations with the City.

Integrated Resource Plan (IRP 2065), Denver Water, CO

Project Manager responsible for overall project delivery of Denver Water's best in class long range scenario planning process. Managed a project team of nearly 100 individuals both internal and external to Denver Water and managed consulting contracts totaling over $2,500,000. Duties included regularly briefing the Denver Water Board, managing budgets and schedule, contracting with consultants, guiding technical teams, managing contract employee, and ensuring that IRP 2065 meets the needs of Denver Water and its customers.

Source Water Protection and Watershed Program, Denver Water, CO

Program Director responsible for the coordination of internal Denver Water efforts for watershed protection and analysis and procuring a $50,000 grant from Colorado Department of Public Health and Environ-

Professional Activities

The Greenway Foundation

- Board member

Water Reserach Foundation

- PAC member

American Water Works Association

- Committe member - Water Resources Planning and Management

American Water Resources Association

Technical Publications

"An Assessment of Endocrine Disrupting Activity Changes during Wastewater Treatment through the Use of Bioassays and Chemical Measurements" Water Environment Research. Volume 77, Number 1. Co-Author. (Jan.-Feb., 2005)

ment. The grant made possible an extensive collaborative stakeholder process which included environmental groups as well as local, state, and federal governments, with the goal to identify and recommend best management practices for source water protection in the Upper South Platte River Watershed.

Demand Management Study, Upper Colorado River Basin Commission (UCRC), Salt Lake City, UT

Client Services Manager. As part of the Colorado River Basin Drought Contingency Planning, Hazen is supporting the UCRC in providing overall project management for economic, legal, and technical analysis as well as modeling services to support evaluation of demand management alternatives.

Potable Reuse Feasibility Study, Denver Water, CO

Project Manager. Managed an in-depth investigation into the feasibility of employing potable reuse for Denver Water. This was a comprehensive study that examined water quality goals, treatment techniques, integration with existing facilities, and potential cost associated with the implementation of potable reuse. The study focused on determining how potable reuse would integrate with Denver Water's existing potable and recycled water infrastructure, water quality goals, water rights portfolio, and future water supply needs.

Operations Complex Redevelopment Lean Core Team, Denver Water, CO

Sustainability Representative. Member of a team of recognized industry professionals that was assembled by Denver Water to recommend sustainability goals that would be utilized by a project management team working on the total redesign of Denver Water's 35-acre campus. Served as a Technical Subject Matter Expert in the development of One Water concepts that would help Denver Water develop a robust strategy for water management on its new campus. One Water efforts typically include numerous and varied stakeholders, in this project efforts included the Planning Department, Public Affairs, Legal, and Engineering Divisions.

Colorado Water Plan Comments, Denver Water, CO

Policy Advisor and Author. Gained unique and comprehensive insight of Colorado water politics, water law, and stakeholder motivation. Also developed intuitive comments that ultimately improved the Colorado Water Plan.

New Supply Program, Denver Water, CO

Capital Budget Manager. Coordinated all expenditures related to supply planning. This included expenditures related to the Colorado River Cooperative Agreement and the WISE project. Responsible for program budgets that averaged approximately $10,000,000 per year.



Tori Yokoyama, PE

Pipelines and Water Resource Planning

Mr. Yokoyama is experienced in pump station, reservoir, and civil site design for both small and large projects. His background includes both the design of new facilities, as well as rehabilitation of aging existing facilities.

Education

B.S., Civil Engineering, California State Polytechnic University, San Luis Obispo

Certification/License

Professional Engineer

Areas of Expertise

- Pipelines
- Pump Stations
- Reservoirs
- Master Plans
- Hydraulic Modeling

Professional Activities

CA-NV AWWA

OCWA

ASCE

Los Angeles Department of Water and Power, Treatment for San Fernando Groundwater Basin, Los Angeles, CA

Civil Design Lead. The project is a large-scale groundwater remediation which may require advanced treatment. Role includes leading civil design for multiple water treatment plants. Civil design included trunkline piping, yard piping, off-site piping, grading, paving, drainage, and miscellaneous site improvements. Coordination with other disciplines including mechanical, electrical, instrumentation, architectural, and structural.

La Brea Subarea Groundwater Supply Project – Wells, Transmission Main, and Treatment Facilities, City of Beverly Hills, CA

Mr. Yokoyama is the Project Manager for the City of Beverly Hills La Brea Subarea Groundwater Supply Project. This is a $50 M project the City is implementing to expand their local water supply by developing groundwater in the La Brea Subarea of the Central Groundwater Basin. The project includes three (3) groundwater wells to be drilled and equipped, 4-miles of raw water transmission main through the City of Los Angeles and Beverly Hills, and upgrade of the City's existing reverse osmosis treatment plant. The first phase of the project which Hazen is leading is the drilling and equipping of the first groundwater well, and construction of the 4-mile transmission main.

Rubidoux Community Services District PFAS Alternatives Study, Riverside, CA

Project Manager and Civil Design Lead. Due to the proximity to a landfill, the California WaterBoards Division of Drinking Water (DDW) ordered Rubidoux Community Service District (RCSD) to conduct PFAS sampling of groundwater wells. Results from sampling found concentrations above the Notification Level (NL) but below the (former) Response Level in all of the wells. As a result of this finding, RCSD will have one year to install treatment or notify customers of the presence of PFAS in their water. A Basis of Design Report was developed including the evaluation of PFAS treatment alternatives, site layouts, and cost estimates for 4 wells. Project includes assistance during procurement, construction, and permitting.

Chino I Desalter VOC Treatment, Chino Basin Desalter Authority, CA
Civil Design Lead. The project includes preliminary and final design of two (2) GAC treatment facilities (1.7 mgd and 3.4 mgd) at the Chino I Desalter Plant for the removal of TCE and 1,2,3-TCP, and evaluation of treatment requirements for 1,4-dioxanr, cis-1,2-DCE, 1,2-CDA, PFOA, and PFOS. The goal of this project is to provide groundwater treatment for all CDA bypass wells (CDA Wells I-1 through I-4), and several treated wells (CDA I-16 through 18), plus 10 new wells that will be installed by the County of San Bernardino as part of a Cleanup and Abatement Order issued by the Santa Ana Regional Water Quality Control Board (SARWQCB).

Whittier PFAS Treatment Support, Suburban Water System, Covina, CA
Civil QA/QC. Suburban Water System's Whittier and La Mirada Systems required engineering design services to remove PFAS compounds from 5 drinking water wells, comprising 10,600 gpm. Hazen is leading the preliminary design and treatment approach evaluation, sharing process mechanical design with the prime consultant, and leading electrical and I&C. Hazen is also providing support on the design of RSSCT bench-scale testing, and is leading the facility permitting.

Hydraulic Modeling On-Call Services, Otay Water District, Spring Valley, CA
Lead Modeler. Utilizing Otay Water District's (OWD) existing hydraulic model and data from OWD's GIS and SCADA systems, Hazen was responsible for conducting steady state and extended period dynamic modeling analyses of the existing and future potable water and recycled water systems, performing pressure surge analyses for pressure zones or pipelines, identifying improvements and recommendations to remedy identified system deficiencies to meet future conditions and conducting fire flow analyses.

City of Santa Ana Well 29 Improvements Alternatives Analysis, Santa Ana, CA
Project Engineer. The City of Santa Ana owns and operates Well 29, located at the southeast corner of Flower Street and First Street, adjacent to City owned tennis courts. Well 29 pumps directly to an existing 8 MG reservoir. The existing well site includes the well head and discharge piping assembly, control equipment, a chlorination system in a building, and an SCE transformer. An alternatives analysis was conducted to recommend upgrades at the site including site improvements, structural, mechanical, and electrical upgrades. Highlights of the study include developing three (3) alternatives for the improved site, providing 3D renderings for each site alternative, and developing a preliminary opinion of probable cost for the design and construction of each alternative discussed. The City is moving forward with implementing the recommended alternative from this analysis.

West Grove Valley Pipelines, Riverview Pipelines, Santa Ana, CA
Project Manager. Two projects with the City of Santa Ana included a total of over 17,000 LF of water pipeline design ranging in size from 8-inch to 12-inch diameter. The City is actively replacing aging and undersized water mains throughout their distribution system. The West Grove Valley project include 9,500 LF of pipeline replacement design. The Riverview project included 7,700 LF of pipeline replacement design.

Waterline Replacement Project, Yorba Linda Water District, Yorba Linda, Anaheim, and Placentia, CA
Project Manager. Provided preliminary and final design and construction support services for the replacement of seven pipeline segments, the replacement of one pressure-reducing station, and the installation of one new pressure-reducing station. The pipeline replacements required many connections to existing pipelines, laterals, services, fire hydrants, and other appurtenances.

KYLE Groundwater

RUSSELL KYLE, PG, CHG

Wells



REGISTRATIONS/ CERTIFICATIONS

Registered Professional Geologist, California No. 7648

Certified Hydrogeologist, California No. 822

EDUCATION

MS, Environmental Hydrogeology, California State – Los Angeles, 2006

BS, Geology, California Polytechnic University – Pomona, 1996

PROFESSIONAL AFFILIATIONS

American Water Works Association – Past Chair of CA/NV Water Well Technology Committee

Voting Member of the American Water Works Association National Well Standards Committee

The Thirst Project – Member of Technical Board supporting global projects to develop potable water sources within developing nations and impoverished communities

Mr. Kyle has 24 years of experience with a wide variety of groundwater resource related projects for public and private clients within the western United States, Mexico, and Africa, with a focus on groundwater resources development in Southern California. The scope of his technical experience includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field condition assessments, well rehabilitation, desalination feedwater supply studies, and geophysical surveys. Over the course of his career he has been responsible for installation of more than 150 water supply wells and 70 monitoring wells and exploratory borings, including management of a team of field inspectors, coordination with drilling contractors and regulatory agencies, well design, and construction management. Recent notable projects include installation of potable water supply wells for California Water Service Company, South Montebello Irrigation District, and Long Beach Water Department, and development of well rehabilitation, replacement, prioritization plans for the Long Beach Water Department, California Water Service Company, City of Riverside, and Palmdale Water District. He is also active within the water resources community and is currently a member and past Chair to the AWWA CA-NV Water Well Technology Committee, and as a voting member of the AWWA National Well Standards Committee. Mr. Kyle is also serving on multiple Technical Action Committees working to develop the new California Department of Water Resources water well standards.

SELECTED EXPERIENCE

New Well Siting Study – Indio Water Authority – Indio, California. Mr. Kyle is currently serving as Principal-in-Charge for a well siting study to evaluate sites deemed most favorable for installation of new production wells. Of particular concern is groundwater quality, specifically hexavalent chromium, and the potential need to build on-site treatment systems.

Redevelopment of Well Nos. 44 amd 45 - Desert Water Agency – Palm Springs, California. Mr. Kyle is currently serving as Principal-in-Charge for a project evaluating the feasibility of bringin two pre-existing wells to service. The wells were drilled in 2005 and were never equipped due to funding issues. The well assessment included and evaluation of the structural integrity of the wells through video and electro-magnetic defectoscope surveys, construction feasibility and logistics, and regulatory requirements. Both wells have been deemed viable and next steps are being considered.

Dominguez District Well 300-01 – California Water Service Company - Compton, California. Mr. Kyle provided an assessment of the proposed well site, including anticipated well capacity and groundwater quality, environmental risks, preliminary design, construction logistics, and identification of construction constraints and required permits. Specific project tasks include preparation of a risk assessment and preliminary design report, preparation of permit documents, and construction management and inspection.

Rehabilitation of Citizens Well 9 and Wilson Well 1A – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as project manager to provide construction management, inspection, and engineering services during rehabilitation of two municipal water supply wells. The project includes physical and chemical cleaning of each well, redevelopment and testing, and retrofitting of the well pump, motor, and electrical.

Wells 3B and U – Indio Water Authority – Indio, California. Wells U and 3B had been out of service and idle for several years due to elevated hexavalent chromium. IWA decided to put the wells back in service when the 10 ug/L MCL was rescinded and Mr. Kyle was tasked with evaluating the wells and preparing a recommended course of action and associated work plan to rehabilitate and redevelop the wells. A plan for evaluating depth-specific water quality was also developed as it is the desire of IWA to evaluate the wells as to feasibility of improving water quality by well modification should the hexavalent chromium MCL be reinstated. Both wells have been successfully rehabilitated.

Wells W and Z – Indio Water Authority – Indio, California. Mr. Kyle an evaluation of Wells W and Z with the goal of assessing the feasibility of reducing hexavalent chromium concentrations below the California MCL through well modification rather than application of expensive water quality treatment. The work involved time-series, variable-flow, and depth-specific water quality and flow profile testing. Results suggested that well modification may result in a positive outcome which led to follow-on verification testing through use of inflatable pneumatic packers. Testing indicated that favorable results could be achieved but further work was held due to revocation of the MCL.

Well No. 8 – South Montebello Irrigation District – Montebello, California. Mr. Kyle was the technical lead for a new well installation to be located adjacent to the Rio Hondo Spreading Basins within the Montebello Forebay area of the Central Basin. Mr. Kyle provided an assessment of the proposed well site, including anticipated well capacity and groundwater quality, preliminary design, construction logistics, and identification of construction constraints and required permits. Specific project support tasks include preparation of technical plans and specifications, CEQA, NPDES permitting, application for the Domestic Water Supply Permit Amendment, and preparation of DWSAP documents. Bid support, construction management and inspection services were also provided and the well installation was successfully completed in May 2020.

Rehabilitation of Citizens Well 9 and Wilson Well 1A – Long Beach Water Department – Long Beach, California. Mr. Kyle is serving as project manager to provide construction management, inspection, and engineering services during rehabilitation of two municipal water supply wells. The project includes physical and chemical cleaning of each well, redevelopment and testing, and retrofitting of the well pump, motor, and electrical.

Collection Main and New Well Site Study – Long Beach Water Department – Long Beach, California. Mr. Kyle served as Principal-in-Charge for a well siting study to evaluate areas favorable for installation of new production wells within the Central and West Coast Basins, and within relative proximity to the existing collection main pipeline. Buffers around sites of environmental concern, existing wells, and active hazardous liquid pipelines were used to eliminate possible areas for a new potable well. Potential sites were identified within areas that did not fall within those buffers and were within a one-mile radius of the collection main pipeline. The sites were ranked based upon a scientific approach and weighted decision matrix and an evaluation of how each potential well site will impact the collection main system.



Martin Hendrie

Wells Hydrogeology

Mr. Hendrie has over 13 years of experience in data analysis, modeling, and interpretation to support groundwater system characterization, permitting, and restoration projects in the U.S., U.K., and Australia.

Education

M.Sc., Hydrogeology (with Distinction), University of Birmingham, U.K.

B.Sc. (with Honors), Earth Science, University of Glasgow, U.K.

Areas of Expertise

- Hydrogeological conceptualization
- Basin-scale characterization
- Groundwater data analysis
- Groundwater flow and solute transport modeling
- Quantitative groundwater risk assessment

He specializes in providing technical expertise in quantitative analysis and modeling to support the development of solutions to complex groundwater challenges. He provides technical and task management capabilities, working collaboratively during planning and execution of groundwater project workstreams, to help clients translate priorities into strategic direction, tactical plans, and implementation activities for a variety of groundwater related projects. Over the last five years Mr. Hendrie has supported remedial investigations and feasibility studies for basin restoration, been responsible for groundwater characterization for permitting and regulatory compliance for groundwater production and replenishment operations, and supported stakeholder and regulator liaison relating to groundwater matters.

San Fernando Basin (SFB) Groundwater Remediation Project, Los Angeles Department of Water & Power (LADWP), Los Angeles, CA
Technical Consultant, Task Manager & Modeling Lead as part of the Owner's Agent team led by Hazen & Sawyer. Providing groundwater modeling and data analysis expertise across LADWP's SFB Well Fields, supporting tasks associated with remediation facility design, construction and operation, groundwater management and planning, remedial investigation and feasibility studies (RIFS), permitting activities associated with the DDW 97-005 Process Memo for Extremely Impaired Sources, execution of State Water Resources Control Board (SWRCB) Proposition 1 Planning and Implementation Grant Agreements, and, knowledge transfer to LADWP.

Los Angeles Groundwater Replenishment Project, Los Angeles Department of Water and Power (LADWP), Los Angeles, CA
Mr. Hendrie is providing groundwater analysis and modeling support for the draft Title 22 Engineering Report and permitting activities for the project, which aims to use an Advanced Water Purification Facility constructed at the Donald C. Tillman Water Reclamation Plant to generate purified water for groundwater replenishment in the San Fernando Basin (SFB).

Hazen

Technical Presentations/ Presentations

Blute, N., Trudell, M., Hendrie, M.B., Trussell, B., Gerringer, F., Qu, Y. 2022. Planning and Regulatory Framework for Groundwater Replenishment with Recycled Water in the San Fernando Basin. Project No.5016. Water Research Foundation, Denver, CO.

Hendrie, M.B., Trudell, M., Blute, N., Cotton, C., Rother, T., Wells, K. 2019. How Groundwater Modeling Helped Remedial Design for Contaminant Plumes Impacting Los Angeles' Municipal Supply Wells. Presentation at the Association of California Water Agencies (ACWA) 2019 Fall Conference & Exhibition. San Diego, CA, December 5.

Hendrie, M.B., Trudell, M., Winners, S. Blute, N., Cotton, C., Rother, T., Wells, K. 2020. How Groundwater Modeling Helped Remedial Design for Contaminant Plumes Impacting Los Angeles' Municipal Supply Wells. Presentation at the Groundwater Resources Association of California (GRA), Third Annual Western Groundwater Congress, September 14.

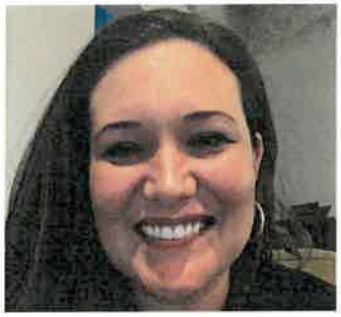
Hendrie, M.B., Trudell, M., Winners, S. Blute, N., Cotton, C., Rother, T., Wells, K. 2022. How Groundwater Modeling Helped Remedial Design for Contaminant Plumes Impacting Los Angeles' Municipal Supply Wells. Presentation at the Battelle Twelfth International Conference on Remediation of Chlorinated and Recalcitrant Compounds, May 23.

LADWP Hyperion Owner's Agent
Groundwater Modeler. LADWP and LASAN have partnered to develop advanced water purification and potable reuse of the the City's wastewater plants, Hyperion and DC Tillman wastewater. Hazen is the technical support to LADWP in treatment planning, design, and groundwater recharge for recycled water. Services include permitting and regulatory strategy, alternatives evaluation, groundwater modeling, risk management, knowledge transfer and coordination with staff and consulting engineers.

Experience Prior to Hazen

Planning and Regulatory Framework for Groundwater Replenishment with Recycled Water in the San Fernando Basin, Water Research Foundation (WRF) & Los Angeles Department of Water and Power (LADWP), Los Angeles, CA
Co-Principal Investigator for the development of a tracer test planning study for the Tujunga Spreading Grounds. Activities included review of potential tracer test options, groundwater modeling to estimate retention time, assessment of field-testing conditions, and preparation of a draft tracer test execution plan. A tracer test is a necessary regulatory step to determine the underground retention time of water during transit from spreading to capture by adjacent Tujunga production wells as part of an evaluation of the potential for use of advanced treated water for indirect potable reuse (IPR) through infiltration.

San Fernando Basin (SFB) Groundwater Remediation Project, Los Angeles Department of Water & Power (LADWP), Los Angeles, CA
Technical Consultant, Task Manager & Modeling Lead as part of the Owner's Agent team led by Hazen & Sawyer. Provided groundwater modeling and analysis expertise across LADWP's SFB Well Fields, in support of tasks associated with well field optimization, capture zone delineation, groundwater management planning, remedial alternatives analysis, and solute transport modeling to support RIFS at various well fields in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), and National Oil and Hazardous Substances Pollution Contingency Plan (NCP). Also provided water quality data analysis expertise in support of permitting activities associated with the DDW 97-005 Process Memo for Extremely Impaired Sources and for Human Health Risk Assessments, and technical support to LADWP for application for and execution of SWRCB Proposition 1 Planning and Implementation Grant Agreements.



Stephanie Botha

Wells Hydrogeology

Ms. Botha has 16 years professional experience working in planning, approvals, permitting, regulatory compliance, and project management on behalf of private and public clients across a broad range of industry including infrastructure, environment, water, contaminated land, decommissioning and restoration, transportation, oil and gas, waste management, marine geoscience, and mining.

Education

M.Sc., Hydrogeology, University of Birmingham, U.K.

B.Sc., Geology, University College London, U.K.

Areas of Expertise

- Hydrogeological investigation and water quality characterization
- Permitting of extremely impaired sources for direct potable use (DDW 97-005 Policy)
- Development and management of groundwater monitoring programs
- Environmental approvals
- Remedial investigation

Technical Publications:

EnerGeo Alliance. 2022. Guidance for Estimating and Reporting Greenhouse Gas (GHG) Emissions - Marine Geoscience Survey Activities. August 9.

San Fernando Basin (SFB) Groundwater Remediation Project – Division of Drinking Water (DDW) 97-005 Permitting, Los Angeles Department of Water & Power (LADWP), Los Angeles, CA

Ms. Botha is the Technical Lead and Task Manager for delivering various components required for the application to permit the use of an extremely impaired source for domestic use for three major LADWP well fields in the SFB. She is responsible for ensuring the deliverables required for the 97-005 permit application comply with the updated DDW 97-005 Process Memo which included the addition of new evaluations, such as the MCL-equivalent methodology developed by DDW to assess the cumulative risk posed by multiple contaminants. In this role she has also been responsible for providing technical peer review of the Process Memo 97-005 User Guide published in September 2020 by the Coalition for Environmental Protection Restoration and Development (CEPRD). She is also supporting DDW commissioning of newly constructed remediation facilities.

Los Angeles Groundwater Replenishment Project, Los Angeles Department of Water and Power (LADWP), Los Angeles, CA

Ms. Botha is providing groundwater monitoring and sampling plan support for the draft Title 22 Engineering Report and permitting activities for the project, which aims to use an Advanced Water Purification Facility constructed at the Donald C. Tillman Water Reclamation Plant to generate purified water for groundwater replenishment in the San Fernando Basin (SFB)

Certification/License

OSHA 40 Hour HAZWOPER Training

OSHA 8 Hour HAZWOPER Refresher Training

CPR and First Aid Training

Coal Surface Generic Induction Queensland Course

Arrow Energy Induction, Baseline Training

Arrow Permit to Work, Baseline Training

Gas Test Atmospheres Course, SafeTSolutions Training

Operate Vehicles in the Field (Off Road 4WD Training Course), Motor School Drive Training Specialists

First Aid at Work, St Johns Ambulance

Construction Skills Certification Scheme (CSCS) - Construction Site Operative Industry Accreditation

Deep Excavation Appreciation for Managers, Utilize

Safe Control of Operations (SCO) 1 & 2 (Competent Persons) Training, Energy & Utility Skills

Safety Health and Environmental Awareness (SHEA) (Gas) Training, Energy & Utility Skills

Safety Pass Alliance (SPA) Initial Safety Passport, Essential Minimum Safety Standard

Health, Safety and the Environment (4-day module), Engineering Construction Industry Training Board

Managing Safely in the Engineering Construction Industry, Institution of Occupational Safety and Health in association n with the Engineering Construction Industry Training Board

Safe Control of Operations (SCO), Energy & Utility Skills

Gas National Safety Passport, Energy & Utility Skills

First Fleet Driving Training, Drive and Survive

Excavation Banksman Training, VHE

Water Master Planning, Santa Clarita Valley Water Agency (SCV Water), Santa Clarita, CA

Ms. Botha is the water quality evaluation lead in support of water master planning for SCV Water, and her responsibilities include overseeing the review of extensive water quality datasets for SCV Water's portfolio of production wells and evaluating against current and anticipated future regulations for potable use.

Experience Prior to Hazen

San Fernando Basin (SFB) Groundwater Remediation Project - DDW and NCP Compliant Groundwater Monitoring, Los Angeles Department of Water & Power (LADWP), Los Angeles, CA

Ms. Botha was Technical Lead responsible for developing Sampling and Analysis Plans (SAP) and Quality Assurance Project Plans (QAPP), and successfully executing groundwater monitoring programs in compliance with NCP Guidance and DDW 97-005 requirements. To be deemed "compliant" it was crucial that the team, led by Ms. Botha, adhered to a rigorous and robust set of procedures, which were documented accordingly. Ms. Botha incorporated advice from industry-renowned NCP attorneys to ensure all components of the monitoring programs were NCP compliant.

San Fernando Basin (SFB) Groundwater Remediation Project - Remedial Investigation (RI) / Feasibility Studies (FS), Los Angeles Department of Water & Power (LADWP), Los Angeles, CA

LADWP, in accordance with CERCLA and the NCP conducted interim RI/FS to address hazardous substances dissolved in groundwater entering several major well fields owned and operated by LADWP in the SFB. Ms. Botha was responsible for co-authoring RI reports for the well fields. The RI reports documented background information pertaining to the beneficial uses of the SFB, well field operations, physical characteristics of the study area, water budgets, the nature and extent and fate and transport of contaminants in groundwater, the conceptual site model, and a baseline human health risk.

Olympic Well Field Monitoring Program, City of Santa Monica, Santa Monica, CA

Ms. Botha was the Project Lead and Project Manager for quarterly groundwater monitoring and reporting being undertaken on behalf of the City as part of the Olympic Well Field Monitoring Program. The purpose of the work is to demonstrate that pumping of the City's groundwater production wells provides adequate hydraulic control to prevent further migration of dissolved-phase volatile organic compounds (VOCs) in the deeper water-bearing zones.

RICHARD C. SLADE, PRESIDENT & PRINCIPAL GROUNDWATER GEOLOGIST

Professional Experience



Major fields of hydrogeologic emphasis for Mr. Slade include groundwater resource development (basin-wide studies, and water well design and construction), and aquifer analysis. Principal projects have involved, evaluations of entire groundwater basins, aquifer test analyses, assessment of water quality problems and groundwater degradation, design of water wells for municipal supply, well rehabilitation assessments, monitoring of all phases of water well construction, locating and designing groundwater monitoring networks, and providing expert witness testimony for groundwater litigation. Considerable work has also been performed for numerous vineyards and wineries in both the Central Coast and Northern California regions; types of work have included feasibility studies for determining final locations for new wells, designing new wells, monitoring of the construction of new wells, working with drilling contractors, evaluating down-hole problems (such as sanding) in existing wells, and developing protocol for water well rehabilitation.

Hydrogeologic studies have also involved evaluation of hazardous wastes such as acid mine drainage, leachate from sanitary landfills, and groundwater degradation resulting from leaking underground storage tanks containing various chemicals and organic compounds. Numerous groundwater studies and monitoring projects have involved volatile organics (TCE, PCE, etc.) and subsurface gasoline spills. Hydrogeologic assessments and definition of appropriate mitigation measures for environmental impact analyses have been provided also. Important to Mr. Slade's broad background is the experience gained while being a participant with other geologists on international geologic study tours to Europe, Iceland and Scandinavia, the former Soviet Union, South America, the People's Republic of China, Africa, New Zealand and Australia. Local groundwater and surface water features, large faults and landslides, mines, and oilfields were visited in these countries.

In December 2008, based on the recommendation of the Administrative Committee (the water managers for the cities of Burbank, Glendale, Los Angeles and San Fernando, and the Crescenta Valley Water District), the Superior Court of Los Angeles County selected Mr. Slade as the new Watermaster for the entire Upper Los Angeles River Area (ULARA). Mr. Slade represents only the third Watermaster of ULARA since the date of the original adjudication of the region in January 1979.

Highlights

Education

- University of California, Los Angeles, B.A., Geology, January 1966
- University of Southern California, M.S., Engineering Geology, 1974

Registrations/Certifications

- Professional Geologist, California (No. 2998)
- Certified Engineering Geologist, California (No. 929)

Representative Project Experience

Various Hydrogeological services Including Well Feasibility, Siting, and Design, Santa Clarita Valley Water Agency (SCVWA) and Predecessor Agencies, Los Angeles County, CA, 1986 to 2022 (ongoing)

Starting in 1986, RCS commenced hydrogeological services, including a complete evaluation of the hydrogeology and groundwater resources of the entire Santa Clara River Valley Groundwater Basin; an initial perennial yield study was also performed. This work culminated in an extensive document describing in detail the hydrogeologic conditions of the basin. This original work involved providing a detailed conceptual model of subsurface hydrogeologic conditions in the groundwater basin, and extensively documented the: locations of known water wells; definition of groundwater flow directions and current water quality; identifying the base of fresh water; calculating groundwater in storage; defining aquifer parameters; evaluating water levels vs trends in historic rainfall; and preparing several cross sections using detailed correlations of E-logs from several water wells and numerous oil wells. A perennial yield study (now termed sustainable yield) was also performed to determine the future availability of groundwater supplies for the local water agencies. Following the initial hydrogeologic characterization of the groundwater basins, RCS has performed numerous well siting, construction, destruction, and rehabilitation project within the Santa Clarita Valley.

RCS is in the initial design stages (feasibility assessment) of two deep (~3,000-foot) water-supply wells, in which our services will consist of a preliminary design report, preparation of technical specifications, monitoring the drilling activities, providing the final designs, and conduction construction monitoring and aquifer testing of these two deep wells. The anticipated start date for of completion for the project is in 2021. Mr. Slade is the Technical Advisor for the Santa Clarita Valley effort.

Municipal Supply well and Injection Well Construction and Testing Project, City of Santa Monica, Los Angeles County, 2016 through 2023 (ongoing)

In the past few years, the City of Santa Monica developed a stated goal of achieving self-sufficiency from imported water supplies by 2020. To help achieve this goal, the City retained RCS with an on-call services contract to begin the process of developing an aggressive well site evaluation and well construction program. Exploratory boreholes and five water-supply wells have been constructed to date. This multi-well construction project was completed to strategically augment groundwater resources in the City of Santa Monica. The project well site locations and sizes posed several logistical and hydrogeologic challenges to well design and construction. Specifically, the SM-8 well site was located in a road median. A well-choreographed

mobilization and demobilization recommended by RCS was successful. Moreover, Well SM-8 was constructed in the Olympic Well Field, an area hosting shallow groundwater impacted by chlorinated solvents. RCS successfully designed and hydraulically tested Well SM-8 to limit capture of impacted groundwater. RCS prepared technical specifications for the drilling construction and testing of one municipal-supply water production well (Well SM-9) and one injection well (Well SM-10i); both locations were evaluated as part of the initial work. RCS has provided field geologic services, well design services, and extraction and injection testing services for the two wells. Currently, RCS is supporting the City in regard to drilling an exploratory borehole at an available City property to determine the feasibility of construction an injection well at the location. Mr. Slade is the Technical Advisor for all Santa Monica related projects.

Well No. 10 Construction, City of Signal Hill, Los Angeles County, 2022

Well No. 10 is a city funded municipal well construction project to secure and augment groundwater sources in the City of Signal Hill. The project well site location posed several well design and construction challenges. RCS proposed and executed a specific construction plan to mitigate equipment clearance and space issues. Through detailed hydrologic analysis and customized well development, a pumping capacity of approximately 2,500 to 3,000 gpm was achieved, exceeding the desired pumping capacity of 1,100 gpm. Mr. Slade was the Technical Advisor for this project.

Well No. 22, City of Vernon, Los Angeles County, 2022

Well No. 22 was a city and grant funded municipal well construction project to secure and augment groundwater sources in the City of Vernon. The project well site location posed several well design and construction challenges. RCS proposed and executed a specific construction plan to mitigate equipment clearance and space issues. Due to the well site location being within an industrial area, a 500-foot conductor casing was required to provide sufficient wellhead protection. Through detailed hydrologic analysis and customized well development, a resulting pumping capacity of 2,500 gpm was achieved, exceeding the desired pumping capacity of 1,500 gpm. Mr. Slade was the Technical Advisor for this project.

Design and Construction of Well Nos. 32, 33 and 34, City Of Oxnard, Ventura County, CA 2004-2005

RCS prepared a preliminary design report (PDR), technical specifications, and final well design, and observed the construction, development and testing of three proposed City of Oxnard (City) municipal water-supply wells, Nos. 32, 33 and 34. Based on a moratorium promulgated by the Fox Canyon Groundwater Management Agency (FCGWMA), the three new wells were permitted to extract groundwater only from the upper aquifer systems in the Oxnard Subbasin of the Santa Clara River Valley Groundwater Basin groundwater basin. Hence, the purposes of the PDR project were to provide the City with a hydrogeologic assessment of subsurface site conditions, and to formulate the preliminary design of the three proposed new wells to meet the conditions set forth by the management agency. All three wells were successfully constructed and tested, meeting the design requirements of the project. Mr. Slade was a Technical Advisor for this project.

Experience History

RICHARD C. SLADE & ASSOCIATES LLC, CONSULTING GROUNDWATER GEOLOGISTS. Independent consulting practice established in 1983 to provide technical, professional, and direct personal services to the groundwater industry. Hydrogeologic projects have included groundwater resource development; locating and designing water wells; assessing potential degradation resulting from hazardous waste sites and sanitary landfills; conducting water level and water quality monitoring from monitoring networks; defining aquifer characteristics from long-term aquifer tests in active wells; observation and monitoring of water well construction; providing expert witness testimony for a variety of groundwater cases; and providing hydrogeologic elements and mitigation measures for environmental assessments.

GEOTECHNICAL CONSULTANTS, INC., 1970-1983. Joined the firm in 1970 as an engineering geologist and hydrogeologist. Advanced to Associate in 1975. Participated in and supervised geotechnical and hydrogeologic projects of various complexities, from the feasibility level through final design. His investigation and reports have analyzed faults and seismicity, earth materials, and groundwater problems for such facilities as dams, reservoirs, treatment plants, tunnels, industrial and residential buildings, sanitary landfills and groundwater basins. Major experience has involved field mapping, logging of bore holes, monitoring of groundwater observation holes, data analyses, and report writing.

Since 1972, Mr. Slade was the responsible hydrogeologist for several major groundwater basin projects including locating and designing of new wells and well redevelopments, calculations of groundwater in storage, determination of aquifer parameters, and evaluation of dewatering criteria. Several studies utilized emplacement of deep exploratory drill holes, analyses of geologic and geophysical data, and monitoring and analyses of groundwater levels, quality and pollution, and assessment of leachate and gases at existing landfills.

In addition, he conducted and supervised groundwater pollution studies and evaluation of several active and proposed sanitary landfill sites; he has supervised geologic and hydrogeologic studies for the evaluation and abatement of acid mine drainage from a large, inactive sulfur mine; and he has participated in assessing groundwater, geologic, and geotechnical parameters which affect sewer infiltration and inflow.

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, Los Angeles, 1967-1970. Performed hydrologic and hydrogeologic studies along pipeline and tunnel routes for State Water Project, conducted field mapping and exploration along tunnel routes, conducted and supervised aquifer tests for calculations of dewatering parameters for tunnel routes and dam sites. Served as Resident Geologist in charge of tunnel mapping and tunnel conditions for the Newhall and Castaic tunnels, excavated by tunnel boring machines.



Natasha Raykhman, PG

Well Drilling and Groundwater Recharge

Ms. Raykhman is a Senior Associate at Hazen. She has over 30 years of experience with conjunctive use, water recycling, groundwater remediation, and groundwater storage and recovery projects in California, Europe, Asia and Africa.

Education

MS, Hydrogeology, Moscow University

BS, Geologic Science, Moscow University

Certification/License

Professional Geologist: CA

Areas of Expertise

- Water Supply
- Hydrogeology
- Groundwater Modeling
- Groundwater Recharge
- Title 22 Analysis and Preparation of Engineering Reports
- Groundwater Contamination
- Groundwater Monitoring
- SGMA and GSP Development

An expert in developing complex groundwater models and using these models for water budget/safe yield analyses; evaluating recycled water injection and spreading; assessing the effectiveness of the sea water intrusion barriers, siting spreading basins and wells; and designing and optimizing wellfields. Ms. Raykhman managed groundwater modeling, conjunctive use and water recycling projects in many basins in Southern California, including West Coast Basin, Central Basin, San Fernando Valley Basin, San Gabriel Basin, Irvine Subbasin and many other areas.

Development of the Groundwater Sustainability Plan for the Alpaugh Groundwater Sustainability Agencies (GSA) in the Tule Subbasin, CA

Technical Director. The Department of Water Resources has designated the Tule Subbasin located in the San Joaquin Valley, CA as a critically overdrafted basin with an estimated subbasin average overdraft of 160,000 acre-feet per year that resulted in significant subsidence, degraded water quality, lowering of groundwater levels and reduction in storage. The California Sustainable Groundwater Management Act requires this basin to be managed under the groundwater sustainability management plan on or before January 31, 2020. The groundwater sustainability plan preparation included development of the sustainability goal for the basin, identification of the undesirable results of the groundwater overdraft and specific minimum thresholds and measurable objectives to evaluate progress toward the sustainability goal, establishing a monitoring network that collects enough data to measure the progress toward achieving this goal; and evaluation of projects and management actions proposed to achieve the sustainability goal. The plan was developed as a guiding document for the long-term management of groundwater resources so that all stakeholders have a reliable and safe water supply now and in the future. This project also included the development of a basin-wide hydrogeological conceptual model and water budget that accounted for the future climate change, numerical groundwater flow modeling to refine water budget estimates and simulate potential sustainability management actions and projects; and development of the basin-wide groundwater and subsidence monitoring networks.

Hazen

South Perris Desalination Program Support, Eastern Municipal Water District (EMWD)/ USACE, Perris, CA
Ms. Raykhman served as a Technical Director on EMWD's Perris II Desalter expansion program plans to add an additional 5.4 million gallons of potable water capacity per day. The project included updates and recalibration of the regional groundwater model for the San Jacinto Basin, independent evaluation of the safe yield focused on the Perris South Sub-Basin and adjacent areas, extraction well and pipeline field siting studies; monitoring plan development; and preliminary design of the extraction wells, pipelines and wellhead facilities.

Development of Strategic Groundwater Management Plans (SGWMPs) for four Governorates in Tunisia, Millennium Challenge Corporation (MCC)
Ms. Raykhman served as a technical director for the technical and policy/legal support to MCC for the development of the Strategic Groundwater Management Plans for four Governorates in Tunisia, where groundwater overdraft impacted agricultural activities and water supply availability. Ms. Raykhman worked closely with MCC staff, Government of Tunisia and local stakeholders on the development of sustainable groundwater management strategies to help define and achieve near-term targets and long-term goals based on the national water strategy 2050, regional economic development plans, local baseline groundwater conditions, and future climate change. She also worked with the water law experts on the evaluation of various decentralized groundwater management policies and strategies in order to propose the best options in each targeted Governorate to achieve a balance between economic growth, agricultural development, and sustainable use of groundwater in Tunisia. Strategic Groundwater Management Plans (SGWMPs) developed for this project are based on quantitative and qualitative approaches for sustainable groundwater management that promote stakeholder participation including women and youth, provide better employment and training opportunities, establish trust between water users and the administration, and increase community awareness of the consequences of groundwater overdraft.

North Basin Groundwater Protection Project, Orange County Water District, CA.
Ms. Raykhman served as a senior hydrogeologist/technical reviewer for the development and implementation of a cost-effective strategy to protect water resources in the North Basin by addressing regional groundwater VOC contamination. She performed senior review of the technical deliverables, including characterization work plans and reports and provided technical oversight of the conceptual model development and groundwater modeling analysis of various production well extraction scenarios.



Jennifer Coryell, PE

Stormwater Facilities Lead

Ms. Coryell is a senior associate with Hazen and a licensed professional engineer with over 17 years of experience in water resources planning and design.

Her areas of expertise include watershed planning, multi-benefit project conceptualization, green infrastructure planning and design, integrated water resources planning, Total Maximum Daily Load (TMDL) and MS4 Permit compliance planning, and policy planning.

Education

M.A., Public Policy and Public Administration, Eastern Illinois University, Charleston, IL

B.S., Civil Engineering, Marquette University, Milwaukee, WI

Certification/License

Professional Engineer

Areas of Expertise

- Stormwater planning and design
- Integrated Resources Planning
- Watershed Protection and MS4 Permit Compliance

Professional Activities

- CASQA

Technical Presentations

Coryell, J.L. Reicks, A.C. Use of Automation to Identify and Site Stormawater BMPs in Urban Environments. American Water Works Association Illinois Section Watercon Total Water Conference. March 2022.

Coryell, J.L. Partisanship and Special Interest Influence on Environmental Policy as Illustrated through Statewide Plastic Bag Policies. Midwest Political Science Association. March 2021.

Development of a Project Implementation Inventory and Safe Clean Water CIP; Los Angeles Bureau of Sanitation and Environment; Los Angeles, CA

Project Manager. Ms. Coryell led the development of the methodology employed to prioritize and sequence projects for a 10-year stormwater capital improvement plan based on the master list of projects developed as part of a separate project also led by Ms. Coryell. Ms. Coryell facilitated the initial conceptualization of a dashboard for City staff to track and present information on projects being implemented citywide.

Project Site Selection and Analysis (SiteSAN) Tool Development and Master Project List Identification; Los Angeles Bureau of Sanitation and Environment; Los Angeles, CA

Project Manager. Ms. Coryell led a team in the development of a GIS based tool for the City to identify optimal locations for stormwater capture, infiltration and reuse across the City of Los Angeles. Based on the output of the tool, Ms. Coryell screened projects to develop a preliminary list of sites that would capture the volume of flow required to meet TMDL compliance targets while targeting other benefits such as diversion to sewer for recycled water use to reduce the City's dependance on imported water. The project helped the City identify enough sites to potentially avoid needing to site projects on private property, potentially saving the City hundreds of millions of dollars in costs. Ms. Coryell led the team in expanding this effort across the remainder of the City.

Feasibility Study for the Downtown Lomita Multi-Benefit Stormwater Project for the Safe, Clean Water Program Infrastructure Grant Funding Application; City of Lomita; Lomita, CA

Project Manager. Ms. Coryell led the development of a comprehensive feasibility study for a newly conceived project that involved stormwater capture through diversion of 5.4 ac-ft of stormwater in this urban area to

infiltration BMPs, including drywells, subsurface infiltration gallery, and bioretention. The project was envisioned to include community benefits such as a new bike lane and trees to reduce the heat island effect and improve quality of life. The feasibility study required a quick turnaround to meet submission deadlines for grant funding through the County of Los Angeles' Safe, Clean Water Program. Ms. Coryell presented the project to the South Santa Monica Bay Watershed Area Steering Committee (WASC) in conjunction with the City. The project received a high score during the first phase of screening, was ranked as the number one project by the WASC and was selected as a recommended project for funding.

Green Streets Mater Plan, 54th Street Green Alley Drywell Design; Los Angeles County; Los Angeles, CA
Project Engineer. Ms. Coryell is the lead designer of a green alley project in an urban section of Los Angeles County that involves capturing stormwater in a series of drywells. The alley presented a unique challenge in that there is no existing storm drain in the ally or adjacent streets. Ms. Coryell developed multiple alternatives which included both the installation of a new storm drain, and alternatives that avoided a new storm drain through strategic siting of drywells to utilize the existing curb to convey stormwater to key points along the alignment. The project involved the design of easy to clean out pretreatment devices to reduce pollutant loading to the drywells to increase their useful life. Additional considerations involved avoiding overhead powerlines, driveway entrances, and existing utilities. The alternatives were presented to the County and a preferred alternative was selected.

Dominguez Channel Watershed Management Group Technical Support, EWMP Update, and Annual Report Development; South Bay Cities Council of Governments (COG), Los Angeles, CA
Project Engineer. Ms. Coryell worked with eight member agencies in the COG to identify a regional stormwater capture project in each jurisdiction, developed the conceptual design, and assisted the agencies in applying for feasibility study funding from the County of Los Angeles' Safe Clean Water (SCW) Program. Tasks include studying the region to identify potential project locations, workshopping with each jurisdiction, and conceptualizing multi-benefit, multi-jurisdictional projects with a high likelihood of receiving funding. Two of the projects were submitted to the SCW Program thus far, and both were recommended to receive Technical Resources Program funding by the Watershed Area Steering Committee. Ms. Coryell also facilitated the completion of the Annual Report which is required for compliance with the Los Angeles MS4 Stormwater Permit and participated in the 2021 Enhance Watershed Management Program (EWMP) update.

Proposition O Concept Reports; City of Los Angeles Bureau of Sanitation and Environment, Los Angeles, CA
Project Engineer. Proposition O was a City of Los Angeles voter approved proposition for $500 million which was to be used on stormwater quality improvement projects. Ms. Coryell prepared multiple concept reports that were submitted and approved for Proposition O funding. Concept reports included conceptual design of multiple BMPs such as wetlands, vegetated swales, and trash capture devices, and required quantification of expected pollutant removal effectiveness and cost estimates.

Matthew Jones



Gabrielle Skipper, PE

Stormwater Facilities

Ms. Skipper brings 18 years of experience in watershed monitoring and assessment; watershed master planning; water quality data analysis; stormwater mapping, inventory and condition assessment; hydraulic/hydrologic studies; municipal separate storm sewer system (MS4) program implementation; stormwater compliance, regulatory research and policy support; and stakeholder outreach and engagement.

Education

MS, Biological and Agricultural Engineering, North Carolina State University

BSCE, University of Virginia

Certification/License

Professional Engineer

Areas of Expertise

- Watershed assessment and monitoring
- Watershed master planning
- Surface water quality and stormwater
- Management of Clean Water Act programs (construction, industrial and municipal stormwater, TMDL, nonpoint source management)
- Green infrastructure
- Stormwater system mapping, inventory and condition assessment

Professional Activities

California Water Quality Association (CASQA) (2009-2015)

South Carolina Association of Stormwater Managers (SCASM)

Southeast Stormwater Association (SESWA)

American Water Resources Association (AWRA)

American Society of Civil Engineers (ASCE)

Hollenbeck Park Lake (LASAN), Los Angeles, CA
Technical Lead and Quality Reviewer. Worked with Hazen team and subconsultants to develop Water Quality Improvement Report (WQIR) and Hydrology and Hydraulics Technical Memorandum. Reviewed modeling results, compared to regional literature values, recommended improvements to data analysis and presentation of results. Prepared site plan and drainage diagrams to better convey proposed project components. Supported the team with technical writing. Responded to comments from LASAN and Caltrans.

Jeffries Creek-Middle Swamp TMDL Monitoring and Assessment Plan, City of Florence, SC
Project Engineer and Technical Quality Reviewer. Implementation phase for bacteria TMDL. Assisted with field assessment of monitoring stations, and development of monitoring plan. Provided guidance and completed technical quality review of plan and watershed maps.

Lake Swamp Watershed Assessment, City of Lake City, SC
Deputy Project Manager. Prepared field checklist using EPA methodology. Completed watershed research and field evaluation of land uses, pollutant sources and pathways. Compiled 15 years of water quality data from multiple stations and analyzed dissolved oxygen, bacteria and other parameters. Conducted limited literature review of similar watersheds. Initiated outreach to local community leaders, state and federal agencies, developed materials and led discussions for first watershed stakeholder meeting for Lake Swamp. Watershed Assessment report, including recommendations for BMPs and further monitoring, approved by SCDHEC and USEPA.

Spartanburg Water System Lake Management Support, Spartanburg, SC
Project Manager. Evaluated eutrophic conditions in two reservoirs. Provided technical quality review of algaecide prescription plans. Communicated results and trends of weekly sampling analysis, and coordinated activities related to algaecide treatment applications. Recommended monitoring and watershed management activities to better understand eutrophication processes.

Dupont-Wappoo Watershed Master Plan, City of Charleston, SC
Deputy Project Manager and Technical Lead. Prepared and implemented detailed SOP manual to govern field collection and analysis of stormwater inventory and condition assessment data for 500 ac watershed with 5,000 stormwater assets. Condition assessment methodology adapted from NASSCO. Managed multi-disciplinary teams of engineers, GIS analysts, programmers and field staf. Established and ensured QA/QC procedures. Developed system to generate maintenance requests during field work. Developed traffic control strategy for survey work of 1500 assets in high traffic corridors. Prepared encroachment permit and obtained approval from DOT. Conducted bi-weekly conference call updates with City and County.

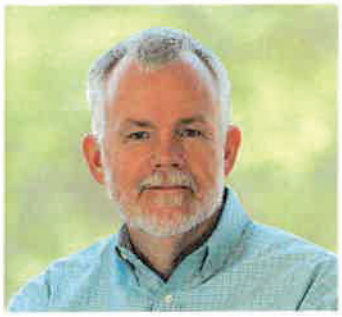
Santa Margarita River Estuary Study, MCB Camp Pendleton, CA
Project Manager and Subject Matter Expert. Developed scope of work to study eutrophic conditions in coastal Southern California estuary. Coordinated field data collection, reviewed sampling results and required revisions to final report. Directed contractor for multi-agency estuary study in support of Santa Margarita River Total Maximum Daily Load (TMDL). Sampling included continuous dissolved oxygen monitoring, benthic algal sampling, and data collection of tides, groundwater up-welling and saltwater intrusion in the estuary. Coordinated review and acceptance of results by stakeholder agencies, including Caltrans and adjacent cities and counties. Submitted final reports to SDRWQCB and responded to follow-up requests.

Watershed Monitoring Program, MCB, Camp Pendleton, CA
Program Manager and Subject Matter Expert. Expanded and managed watershed monitoring program for 5 coastal watersheds covering 200 sq mi. Conducted annual wet weather and ambient sampling events (full suite water quality parameters, benthic macroinvertebrates, benthic algae) and hydrologic monitoring at multiple streams and coastal lagoons. Analyzed results, tracked water quality trends and prepared reports. Provided expert advice to installation managers and regulatory agencies regarding water quality trends.

Stormwater Master Plan, City of Stockton, CA
QA/QC. Hazen is working with the City of Stockton on the development of their first comprehensive stormwater master plan. Prior to master plan development, the City was unable to evaluate existing capacity of the stormwater system and plan for future development. A substantial focus has been development of model capabilities to understand the impacts of new upstream development with varying degrees of stormwater control and downstream areas.

Water Quality Technical Reviews, MCB Camp Pendleton, CA
Stormwater Program Manager and Subject Matter Expert. Completed expert technical reviews of dozens of water quality monitoring reports, studies, and all stormwater laboratory sampling data. Prepared comments and required revisions. Approved final results for submission to regulatory agencies.

Stormwater Design Standards Task Force, City of Charleston, SC
Deputy Project Manager and Technical Lead. Supported early stage of stakeholder group. Prepared and/or reviewed/consolidated briefing materials. Presented to group. Prepared meeting agendas, attended meetings and prepared meeting minutes. Interacted with stakeholders and answered questions as needed.



Jeff G. Powers, PE

Stormwater Facilities

Mr. Powers leads Hazen's Dam Engineering Team with over 300 dam design/rehabilitation projects to his credit along with over 80 dam breach analyses.

Education

BSCE, Southern College of Technology, (Civil Engineering Technology)

Certification/License

Professional Engineer

Georgia Safe Dams Program Engineer of Record - Civil Engineering, Hydrology, and Hydraulics

Areas of Expertise

- Dam Engineering
- Water Resources
- Stormwater Management
- Floodplain Mapping/FEMA Map Revisions
- Hydrologic & Hydraulic Modeling
- Site Development
- Transportation Engineering
- Water/Wastewater Design
- Construction Administration

Professional Activities

- Association State Dam Safety Officials (ASDSO) Affiliate Member
- ASDSO Technical Training Committe
- ASDSO Advisory Committee (AdCom)
- Georgia Association of Water Professionals (GAWP)
- American Society of Civil Engineers (ASCE)

Mr. Powers specializes in high hazard dam design and renovation, river and floodplain hydraulic analysis, storm drainage system design, culvert and bridge analysis, and levee rehabilitation. In conjunction with his dam design project experience, Mr. Powers has significant expertise modeling dam failures and floodplains utilizing both 1d and 2d models, analyzing existing and proposed culverts, and modeling bridges.

Copper Basin and Gene Wash Dams Ladderway Replacement, The Metropolitan Water District of Southern California, San Bernardino County, CA

Metropolitan owns and operates two dams located in remote locations near the Town of Parker Dam and the Colorado River. The dams are both thin concrete arch structures constructed in the late 1930s, with much of the original equipment still in use today. Both dams impound raw water for conveyance as part of the Colorado River Aqueduct water supply system. Copper Basin Dam is approximately 184 ft high while Gene Wash Dam is approximately 140 ft high. Metropolitan authorized Hazen to develop replacement options for the existing ladderway system at both dams to provide direct, safe, and secure access from the dam crest to the valve house at the base of each dam. Hazen provided conceptual ladderway replacement alternatives, material testing plans, and anticipated construction costs.

Inundation Maps and Supporting Technical Studies, Glendale Water and Power, CA

Technical Lead. Hazen was retained to develop inundation extents of non-weather-related dam failure and corresponding hydraulic models for dam breach wave routing. Services included two-dimensional breach modeling, database creation for each structure and appurtenances including spillway rating curves, elevation storage curves, and modeling methodology, and developing inundation mapping for five dams (Diederich, Brand Park, Glenoaks 968, Chevy Chase 1290, and East Glorietta) located in the foothills of the Verdugo Mountains and the San Rafael Mountains. Inundation associated with these dams will be used by emergency officials to create evacuation plans for the affected city neighborhoods.

Hazen

Heads Creek Reservoir Dam, City of Griffin, Spalding County, GA
Technical Lead/Project Manager. After a significant storm event in 2019 damaged the principal concrete chute spillway, the City requested Hazen develop a plan for bringing the dam into regulatory compliance with Georgia Safe Dams Program regulations. Tasks associated with the project include updating the hydrologic and hydraulic model in HEC-HMS, creating a tailwater model in HEC-RAS 2D, reviewing of computational fluid dynamics model results from Flow 3D, and designing improvements to the structure based on published design criteria. Major design elements include a 125-ft wide concrete chute spillway with a St. Anthony Falls stilling basin and riprap outlet channel, articulated concrete block embankment overtopping protection, grading plan, dual-chamber raw water intake and drawdown structure, drawdown pipe and energy dissipation structure, seepage collection system, and demolition of the existing spillway and raw water intake structures. Ongoing tasks include assisting the client throughout the permitting and bidding processes.

Hobby Hill, West Berry, and Cherokee Lake Dam Rehabilitation Project – Phase 1, City of Richmond, VA
Technical Lead. The City maintains responsibility for three earthen embankment dams which require rehabilitation to bring them into regulatory compliance. The City requested Hazen evaluate the condition of each of the three dams including coordination with the Virginia Department of Conservation and Recreation Dam Safety Program to define the permit status and regulatory requirements, perform a hydrologic and hydraulic analysis for each dam, develop inundation mapping and Emergency Action Plan for each dam, and take part in public outreach efforts. The focus of the project is developing a Basis of Design for each dam which documents the existing conditions and provides recommendations and associated costs for bring the dams into regulatory compliance.

Percy D. Miller Water Treatment Plant River Intake Sill Dam, City of Winchester, VA
Technical Lead. Renovation of a low-head sill dam across the north fork of the Shenandoah River in central Virginia. The dam's concrete ogee shaped weir spans the entire river channel creating sufficient withdrawal depth at the water treatment plant's pump intake. Originally constructed in the early 1950's, the intake is the water treatment plant sole source of raw water. Hazen's initial assessment of the dam indicated that the dam's weir is in excellent condition, but the two rubble stone end walls should be replaced with modern concrete structures. Hazen's scope of service includes an initial visual assessment, hydrological evaluation of the river flows and flood elevations, hydraulic modeling utilizing Flow 3D and HEC-RAS, and development of construction documents for the replacement of the end walls.

Dam Engineering Services, Gwinnett County, GA
Technical Reviewer. Dam engineering services associated with 25 dams for the Department of Water Resource. Services included quarterly inspections, rehabilitation design, Operation & Maintenance Plan development, inundation mapping, and Emergency Action Plan updates. Structures range in size from small residential subdivision dams to NRCS Flood Control Structures and one of the county's raw water reservoirs.

Reedy Mill BMP Dam Spillway Replacement, Chesterfield County, VA
Technical Lead. Renovation of a residential earthen dam. Originally constructed as part of a residential subdivision in late 1993, the dam's principal trapezoidal concrete chute spillway was constructed over the earthen embankment. Over time the spillway became undermined and collapsed in late 2016. Hazen was selected to develop options for replacing the spillway and renovating the entire dam. Construction documents were developed which included a permanent siphon to provide drawdown and a baffle chute spillway to pass the design storm. Hazen is currently providing construction services.



Jeff Wisniewski, PE

Stormwater Facilities - Dyke & Channels

Mr. Wisniewski is a successful Project Manager and Engineering Design Manager with extensive experience in the design and construction of large, complex civil works projects, with 20 years of experience managing and leading multi-disciplinary design teams to construction.

Education

M.S., Civil Engineering, Syracuse University, Syracuse, NY

M.S., Geotechnical Engineering, University of California, Berkeley, Berkeley, CA

Areas of Expertise

- Dams, Levees and Outlet Works
- Geotechnical Engineering
- Heavy Civil Construction
- Project/Program Management
- Multi-disciplinary Design Management
- Risk Management
- Workshop/Meeting Facilitation

Professional Activities

- United States Society on Dams (USSD)
- Association of State Dam Safety Officials (ASDSO)
- Society of American Military Engineers (SAME)
- Society for Mining, Metallurgy & Exploration (SME)
- ASCE San Francisco Geo-Institute (SFGI)

Pacheco Reservoir Expansion Project, Valley Water; Santa Clara County, CA

Design Manager responsible for feasibility-level design of the outlet works, pump station and conveyance for planned expansion of Pacheco Reservoir. Outlet works facilities consist of an intake shaft, multi-level 60-inch dia. adit intakes and 96-inch dia. standpipe, 96-inch low-level intake, 114-inch outlet conduit, outlet/bifurcation structure, low-flow bypass system, conveyance pipeline, bi-directional pumping plant with 490 cfs capacity, and tie-in structure to existing Pacheco Conduit operated by U.S. Bureau of Reclamation.

Sites Reservoir Project, Sites Project Authority; Glenn and Colusa Counties, CA

Project and Design Manager responsible for preparing 30% design for the planned new reservoir in Northern California, facilities including two large earth embankment dams and eight saddle dams/dikes, inlet/outlet works consisting of sloping intake and tunnel, diversion tunnel, spillway, roads and bridges.

South San Francisco Bay Shoreline Levee, USACE San Francisco District, Alviso, CA

Project and Design Manager responsible for the design of the Reach 1 flood risk management levee along the South San Francisco Bay as an integral part of an expansive salt pond restoration program.

Anderson Dam Tunnel Project, Valley Water; Morgan Hill, CA

Design Manager responsible for final design of 370-foot-long 13-foot-diameter tunnel and 925-foot-long 19-foot-diameter conventionally-excavated tunnels, 300-foot-long, 8-foot-diameter microtunnel, diversion outlet structure with 132-inch butterfly control valves and 132-inch fixed cone dissipating valves, grading and stream channel improvements, for an emergency action contract ahead of a planned larger seismic retrofit project. The design was required to be advanced from concept to 100% in less than 9 months to meet regulatory compliance for safe drawdown

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operations, with deliverables including plans, technical specifications, special provisions, basis of design and documentation reports, and a geotechnical baseline report.

Calero Dam Seismic Retrofit Project, Valley Water, San Jose, CA
Project and Design Manager responsible for management and technical delivery of design, plans and specifications, construction documents and cost estimates.

Los Vaqueros Reservoir Expansion Project, Contra Costa Water District; Contra Costa County, CA
Dam Engineer responsible for grading and erosion control for raising an existing 192-foot-high earth fill dam by 85 feet, including development of plans, specifications and cost estimates.

Newell Creek Dam Inlet/Outlet Replacement Project, City of Santa Cruz Water Department, Santa Cruz, CA
Program Manager, Risk Manager and Owner's Representative for design and construction of replacement of existing inlet/outlet works, including risk and value management, development of front-end specifications, real estate acquisition, technical review, and solicitation.

Sacramento Weir Widening, USACE Sacramento District, Sacramento, CA
Program Manager responsible for assisting internal design leads within the U.S. Army Corps of Engineers Sacramento District (CESPK) to deliver final design to widen the 1,950-foot weir an additional 1,500 feet.

Folsom Dam Auxiliary Spillway (Joint Federal Project) Phase III, USACE Sacramento District, Folsom, CA
Technical Lead Engineer during the final close-out phase of a $250M construction contract leading to dam commissioning, responsible for managing the schedule and budget and resolving outstanding technical concerns and challenges, including negotiating with the contractor on deficiencies and fiscal close-out as well as with USACE partners for facility transfer. Managed all engineering during construction (EDC) efforts, including review of contractor submittals and RFIs, and documentation of as-built conditions for design, foundation preparation and concrete placement, and lessons learned.

Hurricane Sandy Recovery Program (P.L. 113-2), USACE North Atlantic Division, Brooklyn, NY
Lead Program Manager, Lead Engineer and Deputy Chief responsible for technical delivery and execution of the $4.1 billion program in tri-hatted role, including cost and schedule metrics, design criteria and quality assurance, acquisition strategy and construction. Principally involved with all facets of the program's execution, which included 150+ projects ranging across USACE civil works business lines (FCCE, O&M, CAP, CG, GI).

Folsom Dam Auxiliary Spillway (Joint Federal Project) Phase IV, USACE Sacramento District, Folsom, CA
Technical Lead Engineer responsible for entire design effort of temporary cutoff wall embankment cofferdam, excavation of 1 million cubic yards of fill and decomposed and moderately-weathered granite, underwater blasting and dredging techniques, 100-foot-high post-tensioned concrete approach walls and 3,000-foot-long concrete-lined chute and stilling basin with armored baffle blocks. Served as the principal in a program schedule optimization that reduced completion schedule by four years. Responsible for all design disciplines including hydraulics, geology and geotechnical, structural engineering, civil, cost, construction, and environmental, impact assessment and regulatory compliance. Managed over 60 individuals across several districts and four architect-engineering firms, and oversaw an innovative and robust quality management plan.

Hurricane Sandy Recovery Program (P.L. 113-2), USACE North Atlantic Division, Brooklyn, NY
Lead Program Manager, Lead Engineer and Deputy Chief responsible for technical delivery and execution of the $4.1 billion program in tri-hatted role, including cost and schedule metrics, design criteria and quality assurance, acquisition strategy and construction. Principally involved with all facets of the program's execution, which included 150+ projects ranging across USACE civil works business lines (FCCE, O&M, CAP, CG, GI).



Matthew Jones, PhD, PE

Technical Advisor: Stormwater Facilities

Dr. Jones leads Hazen's stormwater practice group and offers national expertise in the full lifecycle of stormwater and flood management. He is engaged with many communities to understand their climate vulnerabilities and share best practices to support adaptation and resiliency for a broad array of stormwater and wastewater planning and design efforts.

Education

PhD, North Carolina State University

BS, North Carolina State University

Certification/License

Professional Engineer

Areas of Expertise

- Climate change
- Vulnerability assessments
- Stormwater planning and design
- Stormwater monitoring, modeling, and analysis
- Green infrastructure program development

Professional Activities

American Society of Civil Engineers

- LID/GI Committee Member

Water Environment Federation

- Stormwater Committee Member

Climate Change Vulnerability Assessment, San Diego County Water Authority, CA

QA/QC. High level assessment of the risks posed by climate change to water conveyance and storage infrastructure. Hazen identified river and coastal floodplains, wildfire risk areas, high temperature increases, wind and drought that directly and indirectly affect aqueduct pipelines, reservoirs, treatment plants and facilities. The purpose is to highlight vulnerabilities and possible adaptations for operations and future projects.

Climate Change Plan, City of Simi Valley, CA

QA/QC Reviewer for developing a Climate Change Effects Vulnerability Assessment and Management Plan for the City's Sanitation Facilities. The impact of flood, wildfire, and other climate phenomena are being investigated and assessed. The plan will include an include an assessment of short and long term vulnerabilities of the facilities and operations in order to ensure that compliance with National Pollution Discharge Elimination System permit conditions is achieved.

Climate Change Vulnerability Plans, Los Angeles County Sanitation Districts, Whittier, CA

Technical Advisor and QA/QC Reviewer of site assessments and local data to assess risks posed by climate change to operation of four reclamation plants in Santa Clarita Valley and Antelope Valley. Threats posed by flood, wildfire, extreme temperature, drought, and extreme wind were assessed to be developed into climate vulnerability plans. The plans will allow the Sanitation Districts to comply with regional water quality control board requirements necessary for obtaining National Pollution Discharge Elimination System permits.

Climate Resiliency Study SP-152, Orange County Sanitation District, Fountain Valley, CA

Technical Advisor and QA/QC Reviewer of the district's infrastructure of two treatment plants and multiple pump stations based on climate variability and change, and develop adaptation and mitigation recommendations to reduce vulnerabilities intensified by climate change. Sea level rise, flooding, wildfire and high heat were considered for impact to structures and systems. Adaptation strategies include emergency response procedures, setting new floor elevations for new CIP projects, retrofitting wall penetrations and pipe tunnel entrances.

Stormwater Master Plan Modeling and Design Implementation Services, City of Fort Lauderdale, FL

Task Lead and Technical Advisor. The City's Comprehensive Stormwater Management Program includes development of a new stormwater master plan model, a prioritized stormwater/resiliency capital improvements plan, and implementation of designs to address chronic flooding and other stormwater management challenges in the City, and improve resiliency. Served as a technical advisor for planning and modeling efforts and led the development of green infrastructure standard details and specifications. The green infrastructure details cover multiple bioretention and permeable pavement configurations adapted to suite site constraints throughout the City.

CSO-PlaNYC Green Infrastructure Initiative, New York City Department of Environmental Protection, NY

Lead Engineer supporting New York City's CSO-PlaNYC initiative to utilize green infrastructure to better manage stormwater runoff. A stormwater pilot program is an important part of the CSO-PlaNYC initiative, involving planning for green infrastructure implementation, developing green infrastructure designs, implementing the proposed source controls, and evaluating their performance to better inform future efforts. Designed a number of stormwater source control retrofits as part of this program, each utilizing green infrastructure and low impact development (LID) principles to reduce the rate and volume of stormwater runoff entering the combined sewer system. In addition to developing source control designs, Designed monitoring programs to examine the performance of these systems and better understand the implications of their broader application throughout New York City. Monitoring equipment designs and data collection and analysis protocols examined inflow and outflow, storage capacities, drawdown rates, water quality, and other aspects of source control functionality.

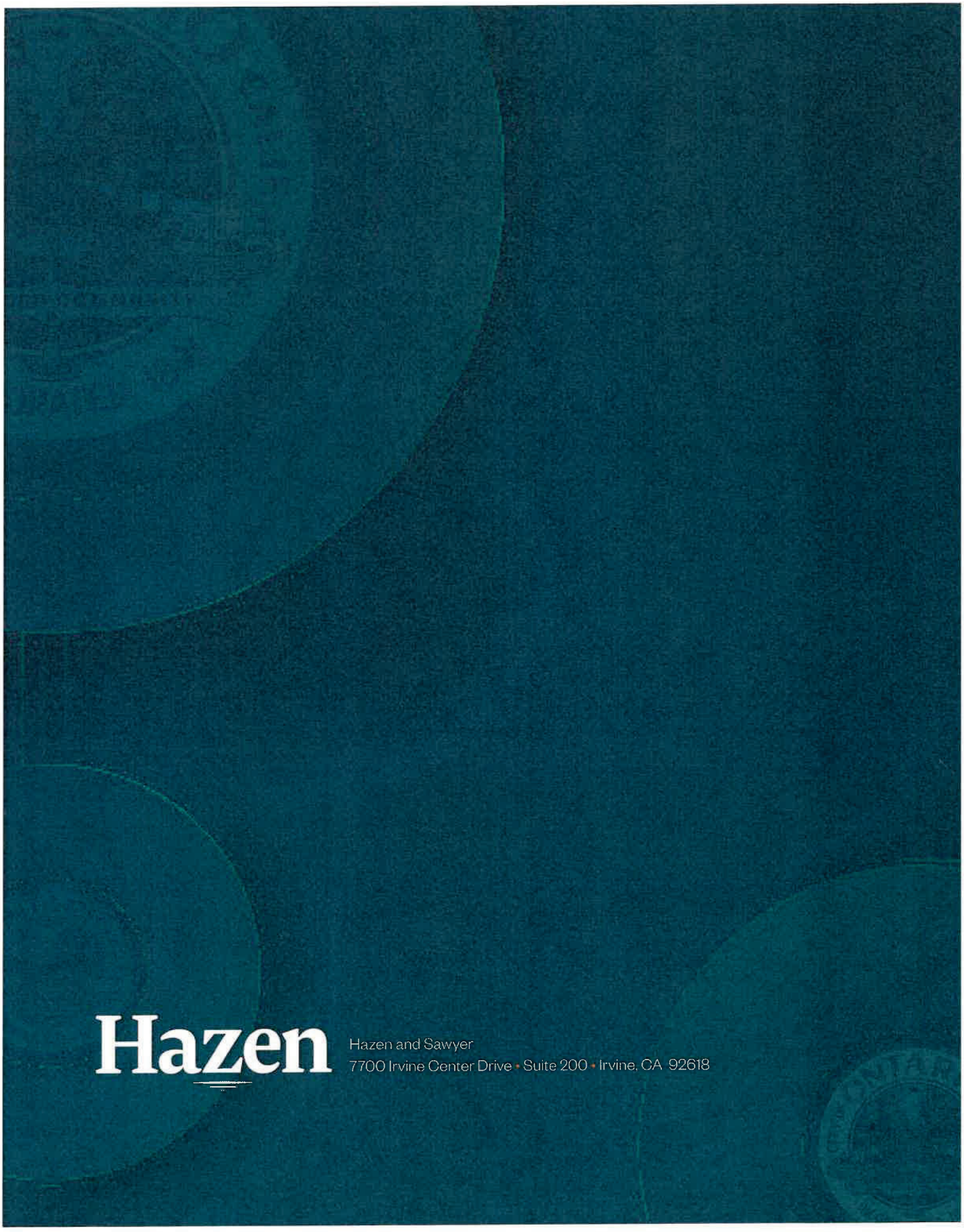

Hazen
Hazen and Sawyer
7700 Irvine Center Drive • Suite 200 • Irvine, CA 92618

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Design Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

Hourly Rate Schedule

We are pleased to present our hourly labor category rates, Other Direct Costs (ODCs), and other specific fees. Hazen and our subconsultants provide exceptional client service at competitive billing rates. We understand the City's need to utilize your funding wisely; therefore, we have selected our proposed staff to efficiently perform the wide variety of assignments that are being considered for this on-call contract.

Please find the Hazen Team Hourly Rate Schedule listed below. These rates include overhead, profit, and expenses and shall be held consistent for the first year of the three-year contract (May 2024-May 2027).

Hazen Rates

Labor Categories	Hourly Rate
Principal In Charge / Vice President	$330
Associate Vice President	$300-$315
Technical Advisor / QAQC	$290-$330
Senior Associate	$280-$310
Associate	$250-$280
Principal Engineer	$210-$250
Engineer	$170-$210
Assistant Engineer	$140-$170
Senior Designer	$170-$200
CAD Designer/Drafter/GIS Graphics	$150-$180
Administrative Assistant, Project Administrator, Intern	$115-$135
Reimbursable Charges	**Rates**
Mileage	IRS Rate
Prints, Plots, Messenger Services, and other direct expenses markup	Cost +5%
Outside Consultant Services Markup	5%
Other	Cost +5%

CITY OF ONTARIO

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____ __, **2024** by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **GHD Inc.**, a **CALIFORNIA CORPORATION** with its principal place of business at **320 Goddard way, Suite 200, Irvine CA 92618** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional **engineering** design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an **engineer** in the State of California.

2.3 Project. City desires to engage Consultant to render such services for the **On-Call Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 **Engineer of Record.** Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultant hereby designates **Chris Bartleman, PE** (License No. **C 81075**) to act as the **Engineer of Record** for the Project. The **Engineer of Record** shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the **Engineer of Record** shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new **Engineer of Record** shall be of at least equal competence as the prior **Engineer of Record**. In the event that City and Consultant cannot agree as to the substitution of a new **Engineer of Record**, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the **Engineer of Record**, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Chris Bartleman, PE, Abhay Hanamsagar, PMP, Azad Kavoosi, PE, Peng, PMP, Ulysses Fandino, PE, PACP, Timothy Joyce, PE, PACP, MACP, LACP, and Greg Watanabe, PE, PACP, MACP**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Dennis Mejia, PE, Utilities Engineering Division Manager**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Six Hundred Thousand Dollars ($600,000)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review

the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain

registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

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

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

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any

subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

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

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

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

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

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

3.15.4 Automobile Liability

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

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

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

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

3.15.5 Workers' Compensation/Employer's Liability

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

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

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and

in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

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

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

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

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

3.15.8 Evidence Required

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

3.15.9 Policy Provisions Required

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

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

3.15.12 Subconsultant Insurance Requirements

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

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for **engineering** services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

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

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

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

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	**GHD Inc.**
303 East "B" Street	**320 Goddard Way, Suite 200**
Ontario, CA 91764	**Irvine, CA 92618**
Attn: **Dennis Mejia, PE, Utilities Engineering Division Manager**,	Attn: **Chris Bartleman**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

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

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which

are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GHD INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

GHD INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting engineers to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of six (6) qualified firms to assist with On-Call Design Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various disciplines (e.g. Engineering, Architecture, Construction, Hydraulic Modeling, Fire Flow Modeling, Feasibility Studies, etc.) with the intention of maintaining a list of multiple qualified prime engineering firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Design Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL DESIGN SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Design Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Design Services Agreement for further requirements.

Expected services to be provided under this on-call contract will be performed under a task order system, need to be designed following City Guidelines or associated governing agency guidelines, and may include:

Capital Improvement Project Division

- Feasibility Studies
    - Preparing and/or updating Guidance Documents for Utility Feasibility Studies and Technical Reports
- Environmental services for CEQA/NEPA
- Geotechnical Investigations
- Erosion Control and Storm Water Pollution Prevention Plans
- Permitting and Grant writing support
- Surveying and Mapping
    - ALTA Surveys
    - Easements, Right of Way Preparation, and Mapping
    - Topographic Mapping
    - Field Design Surveys
    - Boundary Surveying and Monumentation
    - Benchmarks and centerline tie information
    - Legal Descriptions and Exhibits
    - Construction Staking
    - Conduct Potholing Services
- Construction Documents Development
- Street Improvements and Highway Design Engineering
- Civil, mechanical, electrical, structural, instrumentation design using AutoCAD 2023 or later
    - Transmission, Collection & Distribution Pipelines (water, sewer, recycled water, storm drain, etc.) facilities including water pipelines (transmission and distribution)
    - Groundwater Wells
    - Pump Stations
    - Pressure Reducing Stations
    - Reservoirs
    - Sewer Lift Stations
- Construction Engineering Support Services
    - Provide RFI review and response services
    - Submittal review and response services

- Project coordination services with City hired Construction Manager
- Final inspection and punch list services
- Convert Contractor's redlines to record drawings

Planning and Land Development Division

- Master planning to include infrastructure master plans
  - Hydraulic Modeling
  - Flow Monitoring
  - Demand factor assessment
- Asset management program support
- Risk and Resilience Assessment
- Site Security Assessment
- Emergency Response Plan
- Facilities Condition Assessment
- Updating City Water and Sewer GIS
- Hydrology and Drainage Engineering
  - Hydraulic modeling and GIS support services conforming with San Bernardino County Hydrology Manual
  - Hydrology Studies and hydrologic calculations
  - Hydrogeologic engineering services related to groundwater well rehabilitation and installation
- Hydraulic Modeling and Model Maintenance
  - The potable and recycled water model is in Innovyze InfoWater, the sewer model is in Innovyze InfoSewer, and both are running in the ArcMap 10.7.1 environment.
  - Updating Model Geometries using City Water and Sewer Atlas GIS shapefiles and Water and Sewer Improvement Construction/Record Drawings.
  - Updating Model Demands, Patterns, and Peaking Factors based on development and meter data.
  - Creating and Running New Scenarios.
  - Model Verification and Calibration to assure that the model can run properly.
  - Preparing Utility Hydraulic Analysis Studies and Reviews.
  - Reviewing OMUC Staff or Developer/Engineer modeling work and providing summary validation reports.
  - Peer Review of Utility Hydraulic Analysis Studies and Reviews, and Utility Feasibility and Technical Studies.
  - Fire Flow Analysis

Water Resources and Water Quality Division

- Water Resources Planning and Management Support Services
  - Urban Water Management Plans - Preparation, Updates, and Amendments
  - Water Supply Assessments and Written Verifications
  - Hydrogeological Studies and Geotechnical Engineering
  - Water Use Surveys
  - Wastewater Flow and Strength Studies
  - Water Conservation and Audits
  - Recycled Water Use Studies and compliance with State Water Board and Regional Water Quality Control Board requirements

- Laboratory Testing
- Water and Wastewater Low/High Flow Monitoring (On-site Private & Public)
- Water and Wastewater Quality Sampling (On-site Private & Public)
- Sewer System Management Plan Update
- Sewer System Management Plan Audit

RFQ No. 1740

On-Call Design Services

Statement of Qualifications

City of Ontario

February 2, 2024

→ The Power of Commitment



→ 1. Executive Summary

GHD Inc.
320 Goddard Way,
Suite 200
Irvine, CA 92618
www.ghd.com

February 2, 2024

City of Ontario Purchasing Department
303 East "B" Street
Ontario, CA 91764

Subject: Qualifications for On-Call Design Services - RFQ No. 1740

Dear Members of the Selection Committee:

As a client-focused organization, we aim to not only meet but exceed Ontario Municipal Utilities Company's (City/OMUC) expectations. We are committed to providing high-quality service, adhering to schedules, and effectively managing costs. Our dedication to maintaining clear communication, quality assurance, and quality control further reflects our emphasis on delivering exceptional results. Furthermore, our ability to collaborate seamlessly with both the City's team and subconsultants ensures a holistic and efficient project approach.

Our commitment to delivering reliable, economical, and high-quality water and wastewater solutions aligns perfectly with the City's goals. With decades of experience in engineering consulting services, we have successfully partnered with numerous water and wastewater agencies to drive impactful projects and operational support. We proudly serve over 35 other agencies in southern California at this time. GHD's experience serving our clients in this on-call capacity has afforded us the ability to focus our services based upon the specific needs of our business partners and our niche services provided by our people.

We will tailor our services to meet the specific needs of the City. We understand the importance of expeditious implementation and a wide array of capital-related improvements, assessments, and investigations. Our team is well-prepared to provide technical engineering and feasibility studies, hydraulic modeling, asset management, regulatory compliance support, and more, as indicated in your outlined scope of work.

The Right Team and Experience. Our team is led by our Contract Manager, Chris Bartleman, PE with full support by a talented team of licensed, accredited, and experienced engineers, planners, and specialists who have directly applicable project experience on hundreds of infrastructure projects throughout California. Our team have worked closely together on numerous projects including pipeline designs, pump station rehabilitations and new construction, condition assessments, master planning efforts, hydraulic modeling, permitting, environmental compliance, design guidelines, construction cost estimates, and constructibility reviews. Our qualified subconsultants, Calvada Surveying, C-Below, Converse Consultants, Harper & Associates, Helix Environmental Planning, and N2W Engineering will provide further depth and experience to our team by supplying additional resources and knowledge to the City.

Contents. We have included all information required in response to this solicitation including executive summary, table of contents, identification of proposer, staffing resources, financial stability, experience and technical competence, method to accomplish the work, hourly rate schedules, insurance, litigation, other information, certification of proposal and appendix of resumes for key staff.

GHD is a global firm with global resources and expertise that will feature a local team committed to successfully achieving the City's goals. We welcome the opportunity to continue supporting the City's utility and infrastructure projects and look forward to hearing from you soon.

Sincerely,
GHD Inc.

Chris Bartleman, PE
Contract Manager/Proposed Representative
949.648.5269
chris.bartleman@ghd.com

Casey Raines, PE
Business Group Leader/Authorized Signatory
949 585 5212
casey.raines@ghd.com

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3. Identification of Proposer



→ 3. Identification of Proposer

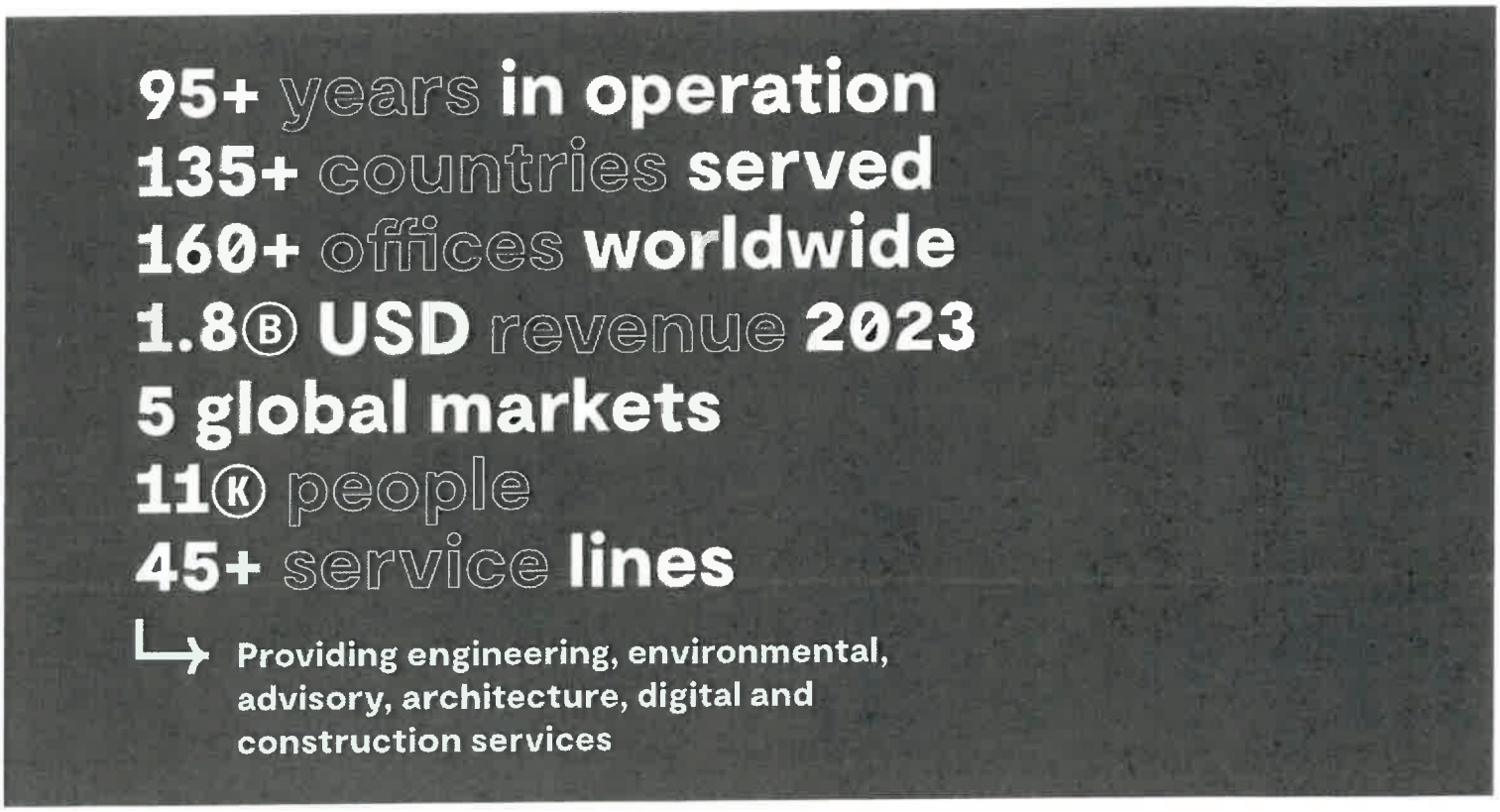
GHD is a leader in infrastructure engineering with more than 11,000+ talented professionals and 160 offices worldwide. We have been a provider of multi-disciplined engineering services for over 90 years, through an internationally recognized network of water and wastewater, conveyance, pump station, process, mechanical, electrical, and structural engineers and other professionals including asset managers, cost estimators, and plant operators who together provide high quality environmental and infrastructure engineering. Backed by over 4,000 staff in North America, we deliver complex infrastructure projects of all types, excelling in all forms of water and wastewater civil infrastructure, including pipelines and treatment facilities.

GHD has had a local presence in Southern California since 1951 and has a long history of success working collaboratively with municipalities and agencies. GHD's Southern California offices currently include Irvine, Long Beach, San Diego, and Los Angeles. We offer a local presence and a long history of success in the region.

Committed to sustainable development, GHD improves the physical, natural and social environments of the many communities in which we operate. We are guided by our workplace health, safety, quality and environmental management systems, which are certified by Lloyds Register Quality Assurance to the relevant international standards (ISO and OHSAS).

a. **Legal Name and Address**
   GHD Inc. | 320 Goddard Way, Suite 200, Irvine, CA 92618
b. **Legal Form of Company**
   California Corporation
c. **Parent Company**
   GHD Holdings United States LLC
d. **Proposed Representative**
   Chris Bartleman, PE | Contract Manager
   320 Goddard Way, Suite 200, Irvine, CA 92618
   P: 949.648.5269 | C: 951.204.2813
   chris.bartleman@ghd.com
e. **Business License Numbers**
   C2889127 - California Certificate of Authority
   12418911 - City of Ontario (Please see ***Appendix E*** for a copy of GHD's Business License)

The cornerstone of GHD's business is our client-service culture. Ninety percent (90%) of our clients are municipal agencies or government entities, and approximately 75% percent of our work comes from repeat clients. This track record illustrates our in-depth knowledge of specialized engineering services and speaks to our clients' confidence in our ability to deliver a project from planning and implementation, through to completion. GHD believes in working with our clients to create lasting community benefit.



4. Staffing Resources



→ 4.a Firm Staffing and Key Personnel

Based on our understanding of your project needs, we propose a team structure that spans the anticipated needed services. The organizational chart on the following page details our proposed team, including disciplinary-based roles tailored to your project.

GHD will bring our experience with the City and our broad technical capabilities to this contract, helping us foresee and adapt to challenges to expedite successful projects. The City will benefit from our local knowledge and experience, as well as those lessons learned from past projects. Our water engineering team brings you the depth of resources required for your project's success. GHD's team provides the benefit of quick response time, knowledge of local issues and conditions, and a cohesive design team. The GHD team is highly qualified to respond to the needs of the City quickly and readily for this contract.

GHD is prepared to engage in community meetings, to respond to time-sensitive design changes, and to meet with the City for progress or needed impromptu meetings.

We have worked on many similar on-call services for a number of local agencies, including the City of Ontario, and understand the variety of task order requests. Through our experience, we have gained the knowledge and skills to successfully act on a moment's notice to address agency concerns, provide guidance and expertise in various public works projects, and facilities engineering design services to meet agency's schedule and deadlines. The GHD team has the qualifications, experience, depth and capacity to meet the City's needs.

i. Number of staff to be assigned

GHD is proposing **nine (9) key staff members** to be assigned to the project. In addition, we have included a support team of subject matter experts, both in-house staff and subcontractors, to assist in specific roles identified in Exhibit A of the RFQ. ***Resumes*** *for key project team members are included in* ***Appendix A***.

GHD is also able to draw on additional in-house resources, including 400+ staff in California and 4,000+ staff across North America, to provide specialty needs if required.

ii. Principally Responsible Persons

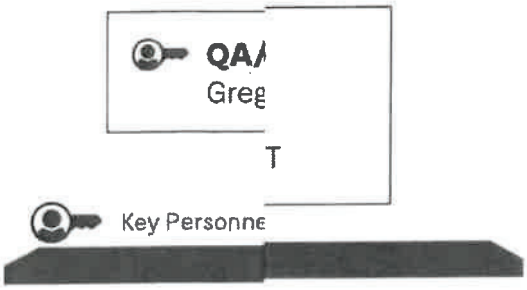
The City will be working with the following 3 principally responsible persons:

Chris Bartleman, PE, will be the **Contract Manager** and main point of contact. **Abhay Hanamsagar, PMP and Azad Kavoosi, PE, PEng, PMP** will both be **Project Managers** on the contract.



iii. Project Team Or

GHD's organizational chart i
of our team along with their



Pipelines/Pump Sta
Luke Halonen, PE QSD/P, QISP
Pedro Alvarez, PE
Michael Garnes, PE
Karl Tobin, PE

Production Wells
Ryan Crawford, PG, (
Michael Larson, EIT

Mechanical/HVAC
Terry Wong, PE, LEE[

Electrical/I&C **Safety**
Mehdi Mardi, EE
Rick Guggiana, PE, LI
Omid Khodadadi

Hydraulic Modeling
Chris Brothers, PE
Pradeep Nagarajan, I
Adam Fisher, PE

Surveying **bilitation**
Calvada Surveying *ngineering*
Armando DuPont, PL
Saul Melgarejo, Jr., PI

iv. Brief Biographies of Individual Staff working directly with the City



Chris Bartleman, PE | Contract Manager
BS, Civil Engineering • Civil Engineer, CA #81075

Chris Bartleman, PE, will perform contract management services and serve as the primary point of contact. In addition to being local to the Inland Empire, Chris knows the City of Ontario's requirements, standards, and construction procedures from his previous experience working on the Capital Improvement Program (CIP). Further, he is knowledgeable on the City's design guidelines, engineering, and construction personnel, which means there is no learning curve and an intrinsic understanding of the OMUC's operational preferences. His most recent work with the City includes the Well 50 Ion Exchange Treatment Facility and Wells 37 and 39 Engineering Services During Construction. In addition, Chris' experience includes inspection, construction administration, shop drawing review, and change order negotiations. His experience will be especially beneficial for this contract as he can readily anticipate potential risks during the proposal phase and provide the City options to address them. Chris has excellent communication skills and will communicate proactively with the City.



Greg Watanabe, PE, PACP, MACP | QA/QC Manager
BS, Civil Engineering (Emphasis: Environmental Engineering) • Civil Engineer, CA #67618, HI #11801, OR #97301, ID #20082, GU #1861 • Pipeline Assessment and Certification Program (PACP), NASSCO • Manhole Assessment and Certification Program (MACP)

As Quality Manager, Greg Watanabe will lead the technical review team and oversee the QA/QC of the detailed design deliverables. Greg has over 25 years of experience in design, project management and CIP management. His emphasis has been in the oversight, QA/QC, planning, development and design of domestic water, recycled water and wastewater facilities including pumping stations; master plans; hydraulic system modeling; and over 100 miles of pipelines up to 96 inches in diameter for public utility systems. He also has relevant municipal experience in CIP planning, development and management and working with private land developers while serving as District Engineer for a Southern California municipality. Greg has also managed the design and construction of award-winning projects recognized by the American Society of Civil Engineer (ASCE) and the American Public Works Association. He has also been published by ASCE, American Water Works Association (AWWA), and the North American Society for Trenchless Technology (NASTT). Noteworthy projects include the design of a gravity sewer beneath the 100-year-old Santa Monica Pier where the pipeline was suspended over the Pacific Ocean, a booster station within the coastal zone in the City of Malibu with a 450 psi working discharge pressure, and a 96-inch water transmission main for the San Bernardino Valley Municipal Water District. He currently serves as a Director for the Western Chapter of NASTT.



Abhay Hanamsagar, PMP | Project Manager
MS, Business Administration • BS, Chemical Engineering • Project Management Professional, Project Management Institute

Abhay Hanamsagar, BS (Chem Eng.), PMP: has over 31 years of experience in developing and executing projects in the Water industry, both in the manufacturing sector and as a consultant. He has a strong background in membrane filtration, Ion Exchange and includes process design, project engineering and project management, supply chain, and Program Management. He is knowledgeable about various water technology platforms, such as on-site hypo generation, arsenic contaminant removal by adsorption, and demineralization plants. He has also performed on-site system start-up and troubleshooting services in a variety of applications. Some of the projects he has worked on include OMUC Well 37/39, Santa Monica RO Upgrade and Yuma Marine base WT Plant Upgrades.



Azad Kavoosi, PE, PEng, PMP | Project Manager
MS, Chemical Engineering + Civil Engineering/Environmental • BS, Civil Engineering • Civil Engineer, NV #031903 • Professional Engineer, ON #100198409, MB #46817 • Project Management Professional, Project Management Institute

Azad has 16+ years of experience in multidisciplinary consulting and Original Equipment Manufacturer (OEM) companies as a project manager and process designer in the design, modeling, planning, and construction of wastewater/water treatment plants for municipal and industrial clients. He has solid experience in biological modeling of various industrial and municipal wastewater treatment and bio-solid facility process.



Ulysses Fandino, PE, PACP | Project Manager
MS, Civil Engineering • BS, Civil Engineering • Civil Engineer, CA #64558; • Pipeline Assessment and Certification Program (PACP), NASSCO

Ulysses has over 20 years of total experience as project manager and project engineer in planning, design, and construction of transmission, distribution and collection system pipeline projects. His expertise also includes master planning and condition assessment of pipelines, trenchless pipeline design via bore-and-jack and pilot-tube microtunneling, pump station rehabilitation, potholing utilities, and permitting. He is well-versed in preparing hydraulic analyses ranging from small feasibility studies to large utility master plan documents complete with capital improvement and financial implementation plans.



Timothy Joyce, PE, PACP, MACP, LACP | Project Manager
BS, Civil Engineering • Civil Engineer, CA #51596 • Pipeline, Manhole, and Lateral Assessment and Certifications (PACP, MACP, LACP), # U-1219-70307666, NASSCO

Tim has more than 30 years of experience in the planning, conceptual design, detailed design, and construction management of pipelines, pump stations, diversions, and other miscellaneous civil infrastructure projects throughout Southern California. He has a proven ability to communicate well with clients, ensuring project goals are met. He is then able to act on client information and lead design teams to prepare cost effective solutions that provide both maintainability and a long service life.



Coenraad Pretorius, PE | Technical Advisor
BS, Chemical Engineering • BS, Microbiology • BS, Genetics and Biochemistry • Civil Engineer, CA #63203

Coenraad is GHD's service line leader for wastewater treatment and recycling in North America. He has 29 years of experience in process design for water and wastewater treatment. His experience includes biological nutrient removal, secondary treatment design, capacity rating, process modeling and oxygen transfer, as well as grit removal. Recently he has focused on process control and energy saving strategies, including optimization of mixing and aeration in aeration basins, as well as mixing in anaerobic digesters. In South Africa, Coenraad also worked on low maintenance systems (including pond systems), industrial effluent treatment, acid mine drainage, and treatment of potable water.



Hector Ruiz, PE | Technical Advisor
MS, Civil and Environmental Engineering • BS, Civil Engineering • Civil Engineer, CA #55245

Hector has 34+ years of experience in utility management and engineering, including planning, design, construction, and operation of improvements and upgrades to water/wastewater/stormwater systems. His experience with utility management includes working side-by-side with engineering, planning, legal counsel, finance, maintenance, and operations personnel on business workflows, processes, implementing Computerized Maintenance Management Systems (CMMS), developing condition assessment protocols and asset management plans, conducting business case evaluations, and developing short-term and long-term investment profiles.



Bill Roberts, PE, BCEE, LSIT | Technical Advisor
BS, Civil Engineering + Civil Engineering/Environmental • Graduate, Leadership in Engineering Administration Program (LEAP), American Council of Engineering Companies • Civil Engineer, AZ #35921, CA #77103, TX #105527, NM #19801, CO #00486 • Board Certified Environmental Engineer, American Academy of Environmental Engineers & Scientists • Land Surveyor-in-Training, AZ #08653

Bill offers 26+ years of planning, designing, and constructing water and wastewater improvements for municipalities and utilities. He has served as a project manager on more than 80 water and wastewater projects for Arizona municipalities since 2001. Bill's project experience includes water models, sewer models, waterlines, sewer lines, water facility upgrades and modifications, pressure reducing valves , lift station design and upgrades, and large diameter meter replacements.



→ 4.b Subcontractors

GHD has invited the following subcontractors to work with us on this contract. We have worked with these consultants successfully in the past. GHD actively engages small consulting firms to enhance our projects and achieve specific goals. By collaborating with these firms, we gain access to a diverse range of skills and perspectives that complement our internal capabilities. These firms offer tailored solutions and a high level of engagement. They bring a fresh set of eyes, industry insights, and a wealth of experience, enabling us to address complex challenges. This partnership allows us to tap into the innovation and specialized expertise of these firms to optimize your projects and drive meaningful results.

Surveying

Calvada Surveying is a local land surveying business, providing professional land surveying services, aerial photogrammetry, all mapping projects, high definition laser scanning, 3D REVIT/CAD modeling, and CAD drafting. They have performed numerous land surveys within the Southern California region for the past 32 years.

Potholing

C Below provides professional locating and mapping services throughout southern California. They locate horizontal and vertical areas of underground utilities including water, gas power, waste, communications, and cable/TV. C Below has extensive experience with the City of Ontario over the past 13 years.

Geotechnical Engineering

Converse Consultants provides geotechnical engineering and geological services. Representative experience includes OMUC's Wells 37 & 39 Treatment Facility, and various well, water pipeline, sewer pipeline, street improvement, parks/sport complex, essential building and other project types for the City of Ontario over the past two decades.

Process Mechanical

N2W Engineering (N2W) is a full-service environmental engineering consultant and contractor. Services include preliminary design and cost estimating; detailed design, specification and engineer's estimate; startup and O&M manual; procurement support; and performance evaluation & optimization.

Environmental Planning

Helix is a full-service environmental planning firm with 28 years of experience providing high-quality environmental compliance services throughout California. Helix has provided environmental services on over 200 water and sewer infrastructure and management projects (e.g., treatment plants, water storage/reservoirs, pump stations, pipelines, groundwater extraction/replenishment, etc).

Tank/Reservoir Rehabilitation

Harper & Associates Engineering (HAE) is a corrosion and reservoir structural consulting engineering firm, operating since 1979. HAE specializes in reservoir corrosion, structural, seismic and cathodic protection engineering services specifically for reservoir rehabilitation projects.

5. Fiscal Stability



→ 5. Fiscal Stability

GHD has provided evidence of the following in ***Appendix B***. We respectfully request that this information remain confidential.

(i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or

(ii) A letter from a financial institution stating a current line of credit; and

(iii) Latest audited financial statement and/or annual report that has been certified by a CPA.

6. Experience and Technical Competence



→ 6.a Experience and Technical Competence

i. Meeting the Goals of the RFQ

GHD has established a knowledge base from previous projects that have been delivered throughout our years of service. Our experience with local projects of similar size and complexity has led us to develop strategies for cost effective designs. We will keep you apprised of the project status during all phases. We are familiar with the project's goals, challenges, and opportunities, and can efficiently start project work on day one.

We understand that many clients require professional consulting assistance to complement their internal staff's work. We currently hold over 85 as-needed/on-call consultant contracts with a variety of public entities throughout California, in capacities ranging from planning studies to engineering design and construction support. We pride ourselves on our ability to help carry out the range of services needed on assignments efficiently and effectively. In this capacity, GHD will assist the City in the timely and efficient delivery of services while ensuring quality, experience, and professional competence.

ii. Past Experience of Staff

Over the years, GHD has provided services similar to those provided in the RFQ. The table below is a snapshot relevant to our past and current projects within the last five years. The following pages provide more in-depth detail to specific highlighted projects.

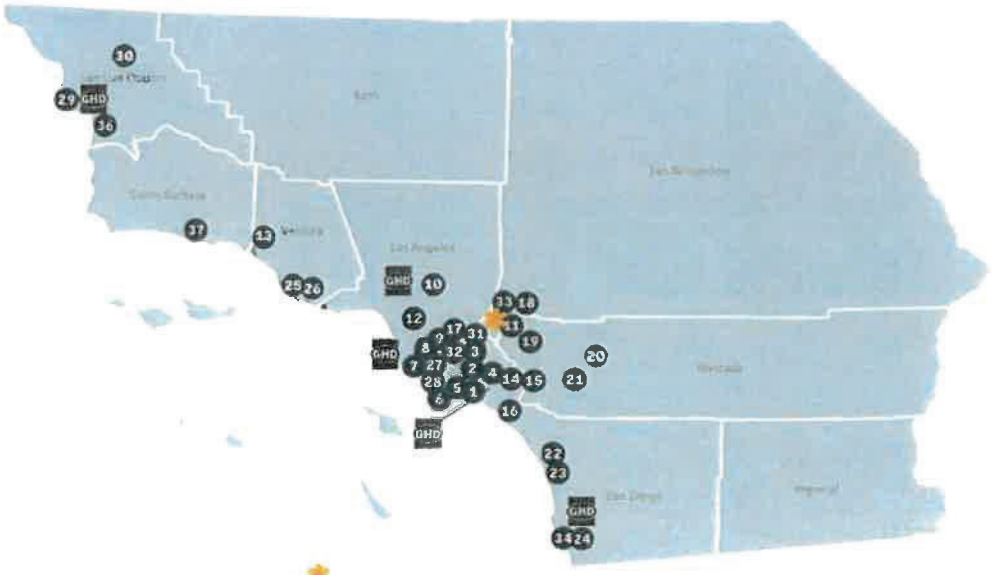
iii. Number of Years GHD has conducted business

Established in 1928, we remain wholly owned by our people. GHD has been incorporated in California since 2006 (as Winzler & Kelly prior to merging with GHD in 2010), and we have been providing professional engineering and consulting services throughout California since 1951.

GHD's On-Call Contracts in Southern California

GHD has worked on many similar on-call services for a number of local agencies, including the City of Ontario. We understand the variety of the task order requests. Through our experience, we have gained the knowledge and skills to successfully act on a moment's notice to address agency concerns, provide guidance and expertise in various public works projects, and facilities engineering design services to meet agency's schedule and deadlines.

1. Orange County Sanitation District Annual Professional Design Services
2. Orange County Public Works On-Call A/E Services
3. City of Anaheim On-Call Water/Civil Engineering Services
4. City of Anaheim As Needed NPDES Services
5. City of Huntington Beach On-Call Water Engineering Services
6. City of Huntington Beach On-Call Civil Engineering Services
7. Long Beach Utilities Department As-Needed Engineering Services
8. City of Long Beach As-Needed Civil Engineering Services
9. Los Angeles County Public Works (LACPW) On-Call Environmental Testing, Inspection & Monitoring Services
10. As a subconsultant: LACPW On-Call Engineering Design and Support Services; LACPW On-Call Engineering Services; LACPW On-Call Services for Water Quality Monitoring and Related Services
11. Jurupa Community Services District On-Call Professional General Engineering Services
12. Central Basin Municipal Water District
13. Casitas Municipal Water District Electrical On Call
14. City of Irvine As-Needed Engineering Services
15. UC Irvine Medical Center As-Needed Engineering Services
16. City of San Juan Capistrano Professional Consulting Services
17. City of Seal Beach - On-Call Professional Engineering Services
18. Inland Empire Utilities Agency On-Call Engineering Services
19. City of Corona Water/Wastewater Support Services As-Needed
20. City of Moreno Valley As-Needed Civil Engineering Services
21. Eastern Municipal Water District As-Needed Engineering Services
22. City of Oceanside Water Utilities Department On-Call Civil Engineering
23. City of Carlsbad As-Needed Water and Recycled Water Services
24. City of San Diego As-Needed Engineering Services
25. City of Oxnard Consulting Services for Wastewater On-Call
26. City of Oxnard Consulting Services for Recycled Water Treatment Process Support



27. City of Culver City On-Call Engineering Services
28. City of Grover Beach On-Call Engineering Services
29. County of San Luis Obispo Water & Wastewater Engineering On-Call
30. County of San Luis Obispo Flood Control District On-Call
31. City of Pasadena Engineering On-Call
32. City of Los Angeles Department of Public Works, Bureau of Engineering On-Call Engineering Services
33. Inland Empire Utilities Agency Planning & Compliance Master Services
34. Port of San Diego As-Needed Asset Management Services
35. Los Angeles County Sanitation Districts On-Call Engineering Services
36. City of Arroyo Grande Water and Wastewater Engineering On-Call
37. As a subconsultant: County of Santa Barbara Wastewater Treatment On-Call

GHD's Local Project Experience

Project	Client	Treatment	Hydraulic Modeling	Pump Station Design	Reservoir Design	Pipeline Design	Special Studies	Structural Design	Electrical/I&C	Construction Support	Condition Assessment	GIS Mapping	Cost Estimating
As-Needed Professional Consulting and Engineering Services	City of Anaheim		●	●	●	●	●	●	●	●	●	●	●
Harbor Boulevard, West Street, Wakefield Avenue, and Eleanor Drive Sewer Improvement	City of Anaheim		●			●	●			●			●
Lenain Water Treatment Plant Expansion and Rehabilitation	City of Anaheim	●	●					●	●	●			●
Sanitary Sewer Master Plan	City of Berkeley		●									●	
North Batiquitos Lift Station Force Main Rehab	City of Carlsbad					●					●		●
La Costa Water Main Replacement	City of Carlsbad					●	●			●			●
Villas Lift Station	City of Carlsbad			●		●		●	●	●			●
Ellery Pump Station	City of Carlsbad			●	●				●	●			●
McFadden Lift Station Replacement	City of Huntington Beach			●		●		●	●	●			●
Well 50 Ion Exchange Treatment	City of Ontario	●	●	●		●	●	●	●	●			●
Wells 37 & 39 Perchlorate Removal	City of Ontario	●	●	●		●	●	●	●	●			●
On-Call Engineering Services	City of Oxnard						●	●	●				●
Rose Canyon Trunk Sewer Joint Repair Project	City of San Diego					●	●			●	●		●
Otay 1st Pipeline Improvements	City of San Diego					●				●			●
Buena Creek Pump Station Modifications	City of Vista			●				●	●	●	●		●
East County Advanced Water Purification Program	East Santee | JPA					●				●			
Engineering Design Guidelines	Eastern Municipal Water District	●					●						
Digesters 6&7	Inland Empire Utilities Agency	●									●		
Philadelphia Force Main Improvements (Project No. EN23002)	Inland Empire Utilities Agency			●		●			●	●			●
Wineville Extension Recycled Water Pipeline | Fontana/Ontario	Inland Empire Utilities Agency		●			●			●	●			●
Haven Avenue Regional Sewer System Repair	Inland Empire Utilities Agency					●					●		●

GHD's Local Project Experience

Project	Client	Treatment	Hydraulic Modeling	Pump Station Design	Reservoir Design	Pipeline Design	Special Studies	Structural Design	Electrical/I&C	Construction Support	Condition Assessment	GIS Mapping	Cost Estimating
On-Call Master Engineering Services	Inland Empire Utilities Agency	●		●	●	●	●	●	●	●	●		●
Newport Coast Lift Station Rehabilitation	Irvine Ranch Water District			●				●	●	●			●
Sanitary Sewer Master Plan	Long Beach Utilities Department		●									●	●
Downtown Area Sewer Focus Study	Long Beach Utilities Department		●									●	●
SCADA Operational Efficiency and Cybersecurity Resiliency Infrastructure Improvements	Monterey One Water	●					●		●				
Water Pump Station and Conveyance System Condition Optimization Analysis	Monterey One Water		●								●		
3A Water Reclamation Plant Projects	Moulton Niguel Water District	●	●				●				●		●
Collection System Master Plan and I&I Reduction Program	Napa Sanitation District		●				●					●	
Plant 1 Return Activated Sludge Line Replacement	Orange County Sanitation District	●											●
Project No. FRC-0009 Bitter Point Trunk Sewer Repair at Bitter Point Pump Station	Orange County Sanitation District					●	●			●	●		●
Project No. FE20-07 Trunk Rehabilitation at Plant No. 1	Orange County Sanitation District					●	●			●	●		●
7-66 Sunflower and Red Hill Interceptor Repairs	Orange County Sanitation District					●	●			●	●		●
Project No. Fe18-13, Redhill Relief Sewer Protection at SR55 Replacement	Orange County Sanitation District		●			●	●			●	●		●
Project No. FE21-08 Newhope-Placentia Sewer Manhole Replacements	Orange County Sanitation District		●			●	●	●			●		●
Group 1019 AC Water Group	Orion Construction					●				●			
P-1046B Advanced Water Treatment Plant and Conveyance	Orion Construction/ NAVFAC			●	●	●		●	●	●			
Relocation of Feeder No. 2 at Westminster Blvd	WOCWB/City of Huntington Beach					●	●						●
Hydraulic Model Update Flow	Central Contra Costa Sanitation District		●									●	

iv. References

Project	Description	Client Reference
Wells 37 & 39 Perchlorate Removal Design, Ontario Municipal Utilities Company	GHD has completed engineering services for the Ion Exchange (IX) Treatment Facilities for Wells 37 and 39, including equipment preselection, preliminary and final design, and permitting of the 8.6-mgd IX facilities for perchlorate groundwater treatment. The one-pass IX system consists of 4 skid-mounted pairs of vessels (8 vessels in total), with flow and control measurement on each skid. The design includes a small building to house the onsite hypochlorite generators (1+1), salt storage, brine and hypochlorite storage tanks, chemical metering pump skids, and a backup electrical generator with embedded fuel tank. The project also includes the development of Engineering Design Guidelines. GHD provided bidding services and is currently providing engineering services during construction and resident engineering services for the wellhead treatment facilities.	Thom Lambertson Principal Engineer 909.395.2774 lambertson@ontarioca.gov
Front Street Lift Station Wet well Rehabilitation Project, Eastern Municipal Water District	GHD is currently delivering the Front Street Lift Station Rehabilitation for the District with very similar scope as the proposed projects. The Lift Station is located adjacent to existing businesses within a small easement at the intersection of Old Town Front Street and Temecula Parkway (Highway 79). Challenges include permitting with the City of Temecula and Caltrans for the proposed sewer bypass pumping. SCADA data was used to determine the necessary bypass flow rates for peak wet weather, average, and minimum flows. The existing sewer will be surcharged to bypass from an upstream manhole to avoid disruption at the busy on-ramp to Highway 15. A new flow meter vault and replacement piping inside the valve vault was added to the scope during final design maintenance requests.	Edward Serna Principal Engineer 951.928.3777 sernae@emwd.org
On-Call Engineering Services, Inland Empire Utilities Agency	GHD is providing engineering services in support of IEUA's water and wastewater programs on an on-call basis for a three-year period. GHD is performing the task orders in accordance with IEUA's Engineering Design Guidelines, which were also created by GHD. The scope of the task orders encompasses the preparation of design, plans, specifications, cost estimates, and contract documents for capital projects including electrical/instrumentation, process controls, structural design, sewer improvements, water and recycled water improvements and wastewater improvements, constructibility reviews, as well as asset management.	Jerry Burke Manager of Engineering 909.993.1548 jburke@ieua.org
On-Call Engineering Services, Long Beach Water	GHD is providing engineering design and construction support services for potable, recycled, and sewer projects on an as-needed basis. The types of projects under this on-call pertain to potable water, recycled water and sewer system facilities such as pipeline assessment and design, pump analysis, sewer system capacity studies, and other miscellaneous services. Example task orders performed or being performed under this contract include Anaheim Street Sewer Improvement Preliminary Design Report and Queensway Bridge Pipeline Condition Assessment.	Robert Verceles Director of Engineering 562.570.2337 Robert.Verceles@lbwater.org
On-Call Professional Consulting and Engineering Services, City of Anaheim	GHD is providing engineering services to the City of Anaheim Public Works Department to assist in achieving the goals of the Capital Improvement Program for the Engineering Division for sanitary sewer projects, storm drain projects, and street rehabilitation/reconstruction. Example task orders performed or being performed under this contract include Alley Sanitary Sewer Improvement 2018, Knollwood Sewer Study, Beach Boulevard Specific Plan Sewer Analysis, 1000 North Kraemer Sewer Analysis, and Walnut Street and Cerritos Avenue Sewer Improvement.	William Grigsby Principal Engineer 714.765.5259 wgrigsby@anaheim.net

v. GHD's Local Experience and Knowledge of the City

GHD's success at exceeding our clients' needs is evidenced by the high percentage of repeat business that GHD has experienced and the results of client feedback. Our many client accolades demonstrate our record of successfully completing projects through efficient solutions.

Our local Contract Manager's experience in the Inland Empire for OMUC and other local agencies will ensure that project requirements are understood and implemented through on-call task orders. The majority of Contract Manager, Chris Bartleman's projects have been local to the Inland Empire as demonstrated on his resume in Appendix A. The project specific experience included provides additional evidence of direct experience with the City.

→ 6.b Project Specific Experience

The following 3 projects demonstrate our most relevant service contracts held within the last five years.



① Well 50 Ion Exchange Treatment Facilities Ontario, CA

Role of the Firm: Prime (GHD)

Value of Services: $7M (est.) **Value of Fee:** $420K

Staffing: Chris Bartleman, Abhay Hanamsagar, Shamia Salih, Mehdi Mardi, James Wang (N2W)

Duration: May 2022 - Ongoing

Relationship to Client: Designer

Contact: Luke Qu, PE, Project Manager, Ontario Municipal Utilities Company, LZQu@ontarioca.gov, 909.395.2676

Description of Services: The GHD team, led by Chris Bartleman, is providing Ion Exchange (IX) Treatment Facilities for Wells 50, including equipment pre-selection, preliminary and final design, and permitting of the 4.3-mgd IX facilities for perchlorate groundwater treatment. To establish the Basis of Design, the project commenced with the development of Engineering Design Guidelines for IX treatment facilities. The Engineering Design Guidelines outlines water quality performance requirements, material, and equipment preferences for standardization, and serves as the City's mechanism for O&M knowledge capture. The Guidelines establish the basis of design for the current project, and future IX treatment systems. The one-pass IX system consists of two-skid-mounted pairs of vessels (four vessels in total), with flow and control measurement on each skid. The design includes onsite hypochlorite generators (1+1), salt storage, brine and hypochlorite storage tanks, chemical metering pump skids, and a backup electrical generator manual transfer switch addition. The treatment facilities have significant instrumentation and control, connected to the City SCADA system. The engineering services cover site design, off-site pipeline, driveway access expansion, and water quality permitting support for the treatment facilities.



② Wells 37 & 39 Perchlorate Removal Design Ontario, CA

Role of the Firm: Prime (GHD)

Value of Services: $9M **Value of Fee:** $1.9M

Staffing: Chris Bartleman, Abhay Hanamsagar, Shamia Salih, Mehdi Mardi, James Wang (N2W)

Duration: March 2020 - September 2021 (Design); January 2021 - Ongoing (Construction)

Relationship to Client: Designer, CM, ESDC

Contact: Thom Lambertson, Principal Engineer, Ontario Municipal Utilities Company, lambertson@ontarioca.gov, 909.395.2774

Description of Services: GHD, in collaboration with N2W, has completed engineering services for the Ion Exchange (IX) Treatment Facilities for Wells 37 and 39 including equipment preselection, preliminary and final design, and permitting of the 8.6-mgd IX facilities for perchlorate groundwater treatment. The one-pass IX system consists of four skid-mounted pairs of vessels (eight vessels in total), with flow and control measurement on each skid.

The design includes a small building to house the onsite hypochlorite generators (1+1), salt storage, brine and hypochlorite storage tanks, chemical metering pump skids, and a backup electrical generator with embedded fuel tank.

The treatment facilities has significant instrumentation and control, connected to the City SCADA system. The engineering services cover environmental, planning, and water quality permitting for the treatment facilities, including CEQA documentation, City Planning Department, and DDW. The project also includes the development of Engineering Design Guidelines for IX treatment facilities to establish water quality performance requirements, material and equipment standardization, and City's O&M knowledge capture. The Guidelines establish the basis of design for future IX treatment systems.

GHD provided bidding and engineering services during construction/resident engineering service for the wellhead treatment facilities.

GHD is involved with all aspects of the design and providing support in the following additional areas: drainage and low impact development options, aesthetic screening and rendering of treatment vessels, preselection of vessel vendors for enhanced scheduling of purchase process, electrical upgrades and application, asset register, CEQA permitting support, and construction bid support.



③ On-Call Master Engineering Services Contract Chino, CA

Role of the Firm: Prime (GHD)

Value of Services: $2M **Value of Fee:** $2M

Staffing: Greg Watanabe, Coenraad Pretorius, Hector Ruiz, Chris Bartleman, Casey Raines, Mehdi Mardi, Andy Leung, Rick Guggiana, Pedro Alvarez

Duration: September 2018 - Ongoing

Relationship to Client: Designer, ESDC

Contact: Jerry Burke, Manager of Engineering, Inland Empire Utilities Agency (IEUA), jburke@ieua.org, 909.993.1548

Description of Services: GHD is providing engineering services in support of IEUA's water and wastewater programs on an on-call basis for a three year period. GHD is performing the task orders in accordance with IEUA's Engineering Design Guidelines, which were also created by GHD. The scope of the task orders encompasses the preparation of design, plans, specifications, cost estimates, and contract documents for capital projects including electrical/ instrumentation, process controls, structural design, sewer improvements, water and recycled water improvements and wastewater improvements, constructability reviews, as well as asset management.

Example task orders performed or being performed under this contract include:

- Technical review of valve submittal for specification compliance (Completed)
- Asset Management Gap Analysis for IEUA (Ongoing)
- Training of IEUA Project Managers on Engineering Design Guidelines and updated Front End Documents (Ongoing)
- Specialty inspections of sewer constructions and CCTV reviews (Ongoing)
- Collection System Asset Management program management support (Ongoing)
- IEUA Engineering Standard Details development (Ongoing)
- Development of asset management specification and spare parts strategy for RP-5 Liquid Treatment System Expansion and RP-5 Solids Treatment Facility Design Services (Ongoing)
- Preliminary and Final Design of the San Bernardino Lift Station Relaibility Improvements (Ongoing)

→ 6.c Technical Competence

ii. Description of In-House Resources

Issue Resolution and Technical Innovations

Successful issue resolution starts with acknowledging concerns and truly listening to understand the root cause. Challenges in the delivery of on-call projects tend to arise from the meshing of the City's, Contractor's and Engineer's priorities. We understand that each group has inherent responsibilities that can have competing interests at times, although everyone's goal is a successful project. What success means varies within each of those groups. An example is depicted to the right in Figure 1.

Our role, as your consultant, is to be your advocate and unite stakeholders with a common vision. Most issues are due to a trade-off. An increase O&M efficiency or a decrease in long-term O&M costs, may result in higher initial capital costs. We understand how to quantify and convey the effects of such trade-offs and will consider a deeper list of criteria, including safety, ease of operation, and resiliency. Often, the loudest voice or personality in the room may win the day or decision. It is our responsibility to ensure each voice, no matter how quiet, is heard and counted.

GHD will begin with setting adequate key performance indicators, scope and goal of each project, followed with substantial documentation. When proper development of alternatives, risks, and outcomes are presented, we will use a variety of objective tools and techniques to ensure the emotional response is reduced and promote effective decision making. Figure 2 shows some typical competing priorities.

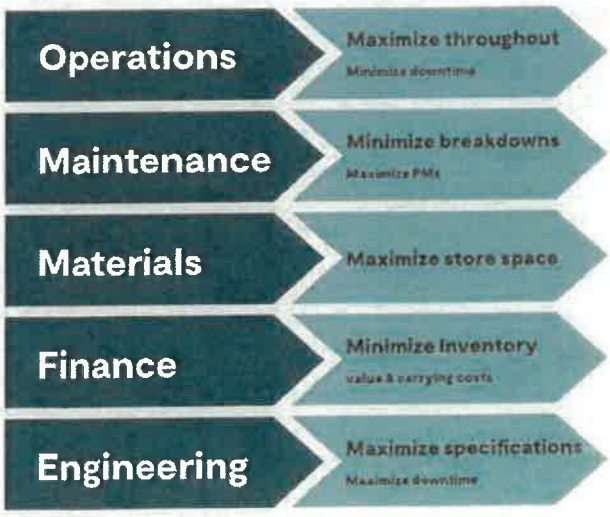


Figure 2. Typical Competing Priorities



Figure 1. Project Delivery Path

Continuous communication between the City, GHD, and any contractor or other consultant is necessary to properly identify conflicts before they arise when possible. Should an issue arise, immediate communication is critical for problem identification and resolution.

We understand the importance of communicating problems as soon as they are identified and involving the owner in their resolution. This minimizes the potential for issues to grow from a problem into a crisis. We will establish an escalation plan for dispute resolution on this project, but our goal will be to resolve conflicts at the lowest level of that ladder.

Incorporation of Technical Innovations

Our mission is to help you lead through innovation and collaboration with competency. We view innovation as a "Positive Change," which does not always mean a new way of doing something, or radical changes in thinking, products, processes, services, or organizational structure. The ability to identify or incorporate innovation into projects can occur during planning, design, construction or during operations. However, the most effective approach is to spend time during scoping and planning to develop potential innovations. Innovation also includes changes to O&M strategies, administration or management processes, project delivery, roles or responsibilities.

GHD remains focused on the project schedule. Every day equates to more cost and needs to be part of the discussion of innovation. GHD will remain open-minded to ideas that arise during design or construction and work to quickly project the value, impact, and risk of the proposed innovation. Our evaluations will provide validated information for the City to make informed, data-based decisions.

Technical Challenges and Conflict Resolution

Effective communication is a key to preventing potential performance issues. For individual projects, a specific information and data management plan is often necessary for reviewing project status and identifying potential technical issues before they become risks to the project. Our On-Call Project Manager will work with the QA/QC Manager and Technical Advisors to proactively conduct project reviews at critical points of work and identify technical challenges to be addressed. Additional technical resources will be identified and included in the project review to ensure conflicts are resolved and challenges are efficiently managed. The City's Project Manager will be consulted and updated regularly by the GHD On-Call Project Manager so that decisions made are consistent with the City's expectations.

GHD's Approach to Safety

GHD's safety program is dynamic and aligns with the City's safety program in that we seek relationships based on mutual trust, cooperation, and communication to achieve zero incidents, injuries, fatalities, and occupational illness. GHD encompasses both risk management and behavior-based safety as a proactive approach to HSE. Our behavior-based safety program is called Safety Means Awareness Responsibility Teamwork (SMART).

The SMART program was developed to provide the foundation for continuous improvement in our safety performance and serve as a vehicle by which we sustain the importance of health and safety management in our daily activities. It provides the management framework to bring about a positive culture, focusing on the identification of expected behaviors and proactive management of the desired and undesired behaviors that affect our Safety Culture. Our behavior-based safety programs allow all employees to get involved by making safety second nature and a way of life.

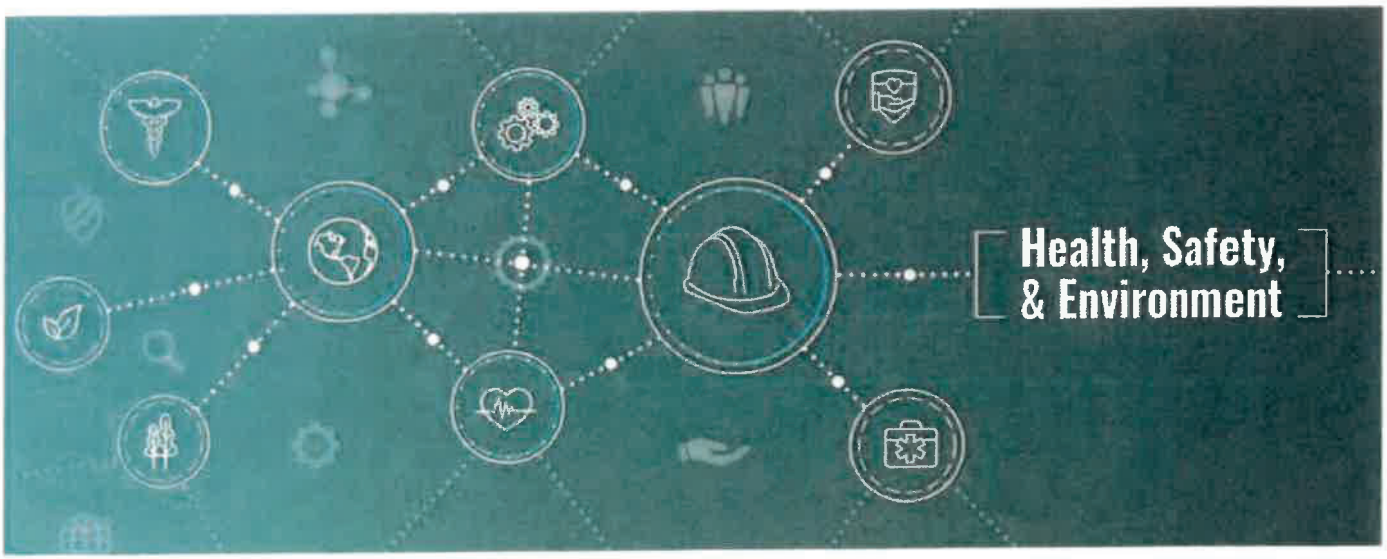
Adapting to a Changing Environment

In response to the COVID-19 outbreak, GHD has implemented well-defined crisis management and business continuity processes. GHD assures the City that it is 'business as usual' for GHD in terms of client service. GHD is confident in its ability to provide continued access to our staff via email, telephone, virtually (using MS Teams, WebEx, and Zoom) and in person as needed.

ii. Ability to draw upon Multi-Disciplinary Staff

The OMUC's On-Call Professional Engineering Consulting Services projects may include, but not limited to, feasibility studies and assessments, designs, rehabilitation, modification, hydraulic modeling, and post design support of both rehabilitation and new construction. GHD's deep bench of team members have the demonstrated ability to assimilate to the OMUC's design preferences, and to be flexible in approach to handle projects of all sizes, big or small. We hold ourselves to a high standard of quality and efficiency.

Responding to requests for services on an on-call basis requires a consultant to mobilize quickly and devote time to understanding the goals and expectations for the project. As an on-call service provider, we are not project advocates, but client advocates. The difference in approach may be subtle, but it is profound. When approaching an Owner and competitively pursuing individual capital projects, we take the time to investigate the project, the particular set of circumstances that lead up to implementation, and the issues and specific criteria by which that project will be implemented. We have developed approaches to identify key project features, make design choices, and implement costs savings throughout the life of the project as discussed below.



Task Order Delivery

The OMUC's point of contact will be GHD's Contract Manager, Chris Bartleman, who will lead overall project management and maintain effective communications throughout the duration of the contract. Upon notification of a possible project, Casey will engage a GHD Project Manager most qualified for the specific project, and will work with the OMUC's project manager to understand the project objectives, identify key issues, and develop a schedule to ensure the timely success of the project. Chris and the GHD team have a demonstrated ability to listen and deliver based on the OMUC's preferences. Project initiation is one of the most critical phases of a project and it is absolutely essential that the effort be orchestrated from the outset. Time spent in the very beginning of a project to plan is a valuable investment in the successful outcome.

The following expands on our approach for project initiation and delivery:

Site Reconnaissance and Data Collection

Site reconnaissance and data collection is one of the most important steps and is used to outline the characteristics of the project. In addition to any required site visits, GHD will also request as-built plans, modeling files, flow monitoring studies, inspection reports, and any other relevant data for the project. We will consult with operations staff whenever possible. Their experience can provide a wealth of information and they will be the ones to ultimately operate and maintain the facilities.

Team Development

GHD will assemble and mobilize that best team that meets the technical needs of each task order as well as the timing of the completion. This will start with the identification of the best suited Task Leader based on the specific project type. GHD understands the importance of staff continuity and will place emphasis on assembling teams comprised of employees that will be committed throughout the duration of the project.

Risk Register and Mitigation Measures

GHD understands the importance of identifying and mitigating potential risks (e.g., schedule, budget, public perception, etc.) in order to successfully deliver projects. For the rehabilitation of existing facilities, establishing and maintaining a risk register is critical for project success. Prior to project kick-off meetings, and where appropriate GHD will develop a Risk Register that identifies risks, evaluates potential impacts, and outlines mitigation measures.

Establish a Communication Pathway

Maintaining regular and open communication between our key team members and OMUC staff will be a critical part of the success of each task order.

OMUC staff will be kept informed of project progress to eliminate surprises and meet the task order schedule. While our Contract Manager will be the main point of contact with OMUC's project manager, our individual Project Managers will take over as the point of contact for individual projects. This approach ensures responsiveness and accessibility for each individual assignment. At the kick-off meeting project specific communication plan and protocols will be established.

Identifying Project-Specific Key Features for Each Project

Project planning and scoping is critical and requires the proper identification of the root goals of the project, development of alternatives, quantification of the capital and O&M costs, schedule, risks, and stakeholder impacts. GHD brings value through our hands-on treatment experience and comprehensive knowledge of the fields of trenchless technology, cathodic protection, chemistry, biology, hydraulics, mechanical processes/equipment, instrumentation and controls, materials handling, and O&M.

The second step is to identify impacted staff members and departments and to acknowledge what is important to them. As your consultant, GHD is here to facilitate the discussion, confirm our understanding of the project, and work with the entire team to develop and agree on a common approach. We also identify performance, schedule, cost, and installation challenges that we have seen on past similar projects and work with the team on ways to mitigate those risks.

As we proceed with designs, we may encounter new information that could affect the project. When that occurs, we share this information and coordinate with the entire OMUC team to maintain its common understanding. Most important to those processes is proper documentation, so that at any point during the delivery of the project GHD can quickly demonstrate why and when decisions were made.

7. Proposed Method to Accomplish the Work



→ 7. Proposed Method to Accomplish the Work

The GHD approach to work outlined below is based on our familiarity with the OMUC coupled with our vast experience delivering on-call contracts in Southern California.

Project Delivery Approach

GHD will provide the OMUC with efficient, successful project delivery as we have for many other municipal clients on similar potable water, sanitary sewer, and recycled water projects in the past. GHD uses tools such as MS Teams and Office 365 to continue to engage and collaborate internally and externally seamlessly. The frequency of communications between GHD and the OMUC will be project specific and based upon initial ground rules established upon the kick-off of each task order. Our project delivery approach can be summarized in the following major elements:

Data Collection. Meet with OMUC staff, obtain all relevant OMUC data, perform field survey, gather utility information, perform geotechnical investigations, and execute potholing plan.

Project Base Map. A detailed base map that accurately depicts all existing information including a verification of existing right of way and utility locations is an important element in proceeding with the design.

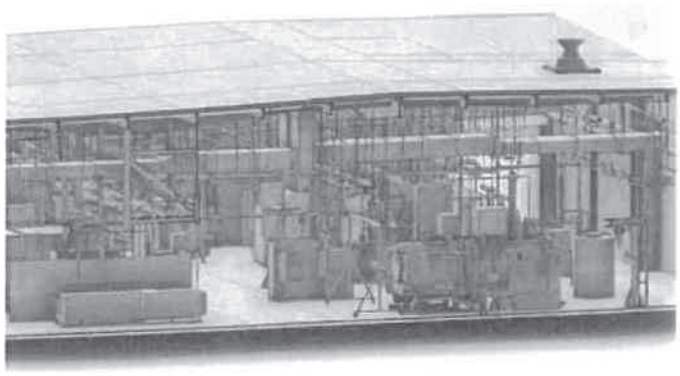
Agency Coordination. Provide close coordination with other public agencies or utility owners. Associated permit applications will be prepared and submitted on behalf of the OMUC.

Planning and Condition Assessment. This includes hydraulic modeling, GIS mapping, land-use analyses, feasibility studies, master planning, financial planning, physical condition assessments, alternatives evaluations, and recommendations.

Preliminary Design. This includes the development of alternative concepts where appropriate. Concepts and decision items will be presented to OMUC Staff prior to preparation of final PS&E.

Plans, Specifications and Cost Estimate. Bid documents will be prepared and processed with OMUC Staff at appropriate milestones. GHD is familiar with the OMUC's standards and requirements and will utilize this knowledge to develop submittals that will exceed the OMUC's expectations. Each subsequent submittal will address OMUC's comments and approvals from all relevant stakeholders will be obtained.

Bid Process and Construction Support. Provide technical support throughout the Bid Process. Respond to appropriate RFIs submitted by the Contractor and review construction submittals/shop drawings. Prepare records drawings based on the revisions documented by the Contractor at the conclusion of construction.



Development and Evaluation of Alternatives and Justification of Design Choices

Our success is founded on proper scoping and development of feasible alternatives that promote long-term quality and ease of operations. Our alignment with project goals, and assimilation of stakeholder needs, results in elevated confidence in compliance and reduction in long-term O&M costs. This means that alternatives are verified, validated and justified. The GHD difference is evidenced by proper validation. All engineers understand verification, the process of demonstrating that the problem or question was solved correctly. Conversely, validation is verifying that the right question was asked, or problem was solved. GHD's deep team of water infrastructure and treatment professionals, with the breadth and depth in the areas of engineering, operations, and asset management brings diversity and provides greater perspective.

We anticipate our alternatives and designs may require a wide range of tools and techniques to validate the effectiveness during and after construction. Such field techniques may include GPS and ground-based survey, 3D laser scanning, sampling, material testing, equipment/system testing, data collection, and condition assessments. Results of those activities will be combined with desktop analysis that may include biological and chemical modeling, hydraulic, transient and computational fluid dynamic modeling, process and equipment configuration, and layout analysis. This evaluation will focus on redundancy, reliability, O&M requirements, cost-effectiveness and optimization, safety, compliance and aesthetics.

The alternatives or design options presented to the OMUC by GHD will be based on the OMUC's criteria and staff preferences and will be fully supported by budgetary estimates, O&M considerations, schedules, risk analysis, potential delivery methods, and common sense.

CAPITAL IMPROVEMENT PROJECT DIVISION



Potable and Recycled Water Pipelines

GHD's team members have recently prepared plans that illustrate more than 250 miles of 6-inch to 96-inch water and recycled water pipelines. Our engineers have a wealth of linear improvement experience such as the design of new distribution systems to support expanding communities and the replacement or rehabilitation of existing systems in dense urban areas.

Our team has successfully delivered the Potable and Recycled Pipelines Replacements at I-5 and Oso Creek project. Our team has also worked with various public agencies to provide plans, technical specifications, and engineering cost estimates on projects in the past, such as the Jurupa Community Services District Recycled Water Pipeline Segment 1, West Orange County Water Board, West Orange County Water Board Feeder No. 2 Water Transmission Main Relocation Project with the City of Huntington Beach, the City of San Diego Otay 1st and 2nd Transmission Pipelines, the City of Anaheim Rural Ridge and Wilshire Water Main Replacements, Central Basin Municipal Water District's Six inch Recycled Water Pipelines in Norwalk Boulevard for UTC Aerospace, and the Irvine Ranch Water District's Seawatch Recycled Water Main Rehabilitation. These projects required coordination and permitting with Caltrans and the governing City departments; development of traffic control plans; surveying; geotechnical investigations; and potholing. GHD's team is fully capable of providing the tasks necessary for a detailed design of new or capital improvements to the City's water system.

Water Production Facilities

Our design engineers have designed more than 25 pump stations and storage facilities. These designs include large pump stations capable of moving 60 MGD and elegant infill stations that blend into their community and merge engineering and art. The GHD team provides tank design and rehabilitation experience with tanks ranging in size from 200,000 gallons to 40 million gallons, including both welded steel and AWWA D100 pre-stressed concrete. For the Orange County Parks, a potable water storage tank and production well was designed by the GHD team at the Caspers Wilderness Park.

Internationally, the GHD southern California offices provided the designs for two replacement reservoirs, one new booster pump station and four pressure regulating facilities for the Guam Waterworks Authority. The existing steel reservoirs required significant repairs and were replaced with a 1.0 MG pre-stressed concrete design. Due to the topography, the zone served by one of the reservoirs had customers with high and low pressures. To mitigate the inability to relocate the reservoir, a new booster pump station and pressure regulating station was designed to maintain pressures within the desired range. Hydraulic analyses completed in InfoWater verified the storage volumes and requirements for the new pump station.

GHD's engineers have designed and modified the equipment and site improvements for more than 40 well sites over the last decade in the Southwest United States, including the City of Ontario, Eastern Municipal Water District, Inland Empire Utilities Agency, Long Beach Water, City of Anaheim, Orange County, Camp Pendleton, City of Huntington Beach, South Coast Water District, Bullhead City, Sun City, Scottsdale, Paradise Valley, Surprise, Buckeye, Maricopa, and the Gila River Indian Community. These well sites vary in design and their different features consist of above ground or submersible motors, discharges that run to centralized supply facilities or directly into distribution systems and treatment such as arsenic removal, pH adjustment, de-sanding and disinfection.

These potable water production projects mentioned above required numerous disciplines working together as a team to accomplish the project's goals including civil, mechanical, structural, architectural, electrical and instrumentation.



Wastewater (Sanitary Sewer)

GHD's local experience in sewer improvement projects and studies exceed more than 250 miles of collection system pipelines, sewer master plans, and developer-based capacity studies throughout southern California. This experience also includes trenchless construction and rehabilitation methods, and special system facilities including inverted siphons, air-jumpers, force mains, diversion structures, metering stations, and outfall structures. We will bring thorough understanding on evaluating alternative alignments relative to the following items: limiting sewer improvements, maximizing existing capacity of nearby sewers, utilities, constructability, cost, maintainability, value, traffic impacts, community impacts, other construction activities in the project area, agency



pavement replacement requirements, utilizing existing atlas maps and as-built drawings for sewer, water, storm drain, and electrical, and the latest utility record maps received from utility agencies. This provides our engineers a wealth of linear improvement experience in the planning of new collection systems to support expanding communities and the replacement or rehabilitation of existing systems in dense urban areas. We develop innovative solutions for our clients to address internal structural failures, as in the case for the Orange County Sanitation District Project No. 7-66 Sunflower and Red Hill Interceptor Repairs, and capacity deficiencies on the City of Anaheim's Harbor Boulevard, West Street, Wakefield Avenue, and Eleanor Drive Sewer Improvement Project.

Some of our Project Managers, QA/QC Manager, and members of our Support Team are all NASSCO PACP and MACP certified to evaluate CCTV inspections and assess the condition of sewer pipelines and manholes. Using our vast evaluation experience on past projects, including the Inland Empire Utilities Agency Haven Avenue Regional Sewer System Repair and Long Beach Water Department S-25 Lift Station Condition Assessment, our team will provide the City with the methods to correct any deficiencies (i.e., point repairs, lining and/or complete removal and replacement depending on condition). We are also capable of determining repair costs and prioritizing work.

Tunneling and Trenchless Construction

Where traditional open-cut pipeline construction is not feasible, the adoption of tunneling and trenchless construction methods may be advantageous for the project. During the establishment of the preliminary design concepts, GHD's in-house tunneling experts can assess the proposed construction method against a number of identified constraints including safety, constructability, traffic management, existing utilities, right of way, easements, launching and receiving pit locations, permitting requirements, environmental considerations, and areas associated with negative geological or geotechnical implications. These project requirements are then blended, conflicts resolved, and using a risk-based design, used to create a constructible project that meets the City's requirements. GHD is not married to one trenchless technology, we are able to draw upon our experience with all of the trenchless technologies. New installation methods include guided boring methods, horizontal auger boring, horizontal directional drilling, microtunneling, pilot tube method, pipe ramming, and tunneling.

Rehabilitation methods include; cured-in-place pipe, fold and form, spiral wound pipe, segmental liners, joint and spot repairs, pipe bursting, pipe reaming, slip lining, and spray on linings. Our latest successful trenchless project includes the Moulton Niguel Water District Potable and Recycled Water Pipeline Replacements Project using microtunneling under the I-5 Freeway and Oso Creek, and the Long Beach Water Department (LBWD) Water Main Lining Pilot Project that implemented fully structural NSF 61 approved Pressure Cured-in-Place Pipe (PCIPP) lining technology.

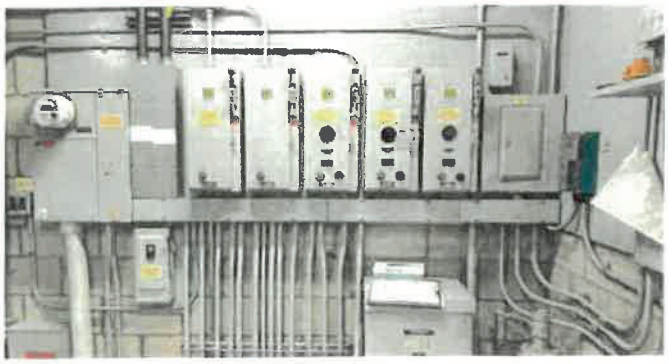
Wastewater Lift Stations

We have provided engineering services on more than 25 lift stations and is bolstered by experienced structural, electrical, mechanical, fire/life safety, and Operations and Maintenance (O&M) engineers capable of providing hands-on pump stations assessments, rehabilitation and design. Our team's mechanical, electrical, structural, and HVAC engineers have all worked closely together for pump station condition assessments and designs, including the Irvine Ranch Water District's Newport Coast Lift Station Rehabilitation Project. We also provided a number of potential solutions for confined space access enhancements to the pump station's underground dry well with the construction of a new stairway for safe ingress/egress. Other design elements that our team considers with pump station improvements are fall preventive measures, lighting, and security. Our Buena Creek Pump Station Project with the City of Vista included numerous site safety additions.

Electrical Systems and Instrumentation & Controls

GHD offers a comprehensive range of professional electrical engineering and instrumentation and control services to meet the City's needs including:

- Scoping, planning and concept development
- Power system analysis and design, high voltage and low voltage, including over-current protection design and Arc Flash Hazard mitigation
- Equipment specification and selection, including Electrical Engineering for Hazardous Areas
- Control system design including switchgear control, plant and process control
- Plant and machinery control, including machinery safeguarding



- Instrumentation and monitoring design, including Distributed Control Systems (DCS) and Supervisory Control and Data Acquisition (SCADA) system design
- Electrical installation condition assessments
- Electrical Safety advice, including Arc Flash Hazard and machinery safeguarding assessments
- Hazardous Area Classification and compliance audits

Cathodic Protection

GHD provides comprehensive in-house Cathodic Protection and Corrosion Engineering Services; and has a successful track record of providing these services, including design, field testing, inspection, and project management services, on a number of potable water and recycled water system projects. GHD's team includes accredited NACE Cathodic Protection Specialists (CP-4) and California licensed Professional Engineers. Successful past projects, such as the LBWD Golden Avenue Stray Current Investigation, contained many facets of the requested services, including extensive field services. Additionally, GHD is exceptionally familiar with numerous agency standard cathodic protection and corrosion control details, cathodic protection specifications, and corrosion control standard practices.

GHD's Cathodic Protection and Corrosion Engineering team is locally-based, which enables superior responsiveness and rapid mobilization when needed. GHD understands that work under this contract may include but not be limited to: data gathering and review; field inspection; surveys; engineering studies; preparation of traffic control plans; utility research and potholing services; soil sampling and laboratory testing; coordinating with utility owners, private property owners, City departments, and other stakeholders; permit acquisition; and preparation of design PS&E. Work will be performed in accordance with both NACE Recommended Practices, Test Methods, and Standard Practices, and City Standards. Cathodic protection/ corrosion engineering calculations will be based on design standards adopted by the City.

Utility Research

One of the most critical aspects of project progress is accurate and comprehensive identification and locating of existing utilities. A thorough, comprehensive and accurate program to locate existing utilities will significantly minimize costly construction change orders or potential catastrophic damages during construction. In the contract documents, we require the contractor to pothole all utilities in the vicinity of the project prior to ordering materials to re-confirm the presence and location of utilities.

Permitting

The GHD project team has excellent and collaborative relationships with many of the permitting agencies including Caltrans, State Division of Drinking Water, Regional Water Quality Control Board, US Army Corps of Engineers, California Department of Fish and Wildlife, California Coastal Commission, California Department of Parks and Recreation, South Coast Air Quality Management



District, Orange County Transportation Authority, and Orange County Sanitation District, from projects that we have completed throughout southern California. These established relationships will be valuable in advancing and resolving permit needs and issues related to the City's projects. GHD's environmental compliance team is embedded within our technical design team during the design phase to identify and streamline permits, as well as identify opportunities to limit and tweak the design to minimize permitting and follow on monitoring that could occur throughout the lifecycle of the infrastructure.

Treatment Processes

Our local GHD team has prepared studies, designed or improved treatment plants for a number of clients in California that have evaluated conventional and alternative treatment technologies to meet a particular system's needs, including pretreatment, clarification, filtration, disinfection, oxidation, aeration, corrosion and taste and odor control, softening, and process residuals dewatering and disposal. Our projects vary in size, with improvements to single treatment processes, such as the LBWD JWJ Reservoir Chemical Dosing Improvements, to entire water treatment facilities, such as the City of Anaheim Lenin Water Treatment Plant Rehabilitation and Expansion.

Services provided also include analysis, design, and construction engineering for collection, transmission and distribution facilities, including storage and high-lift pumping, transmission distribution pipelines, booster pump stations, pressure control valves, elevated and ground level storage, and telemetry.

Process Optimization and Energy Efficiency

In response to rising energy costs and climate change regulation, GHD has examined the energy implications of alternative water and wastewater treatment plant configurations and developed an energy model to illustrate effective use of these alternative processes and/or configurations.

As energy costs rise and more regulations are employed, more and more clients have already begun to hire consultants with experience and knowledge of energy efficiency, treatment and distribution systems and energy sector programs such as grants and incentive programs, that will help fund their energy efficiency projects. GHD has developed tools, such as the Benchmarking Tool

and spreadsheets and uses Department of Energy (DOE) software such as eQuest, Motor Master+, BioWin and other programs to conduct audits for our clients. GHD is well suited to assist clients identify and implement strategic plans for providing energy saving opportunities due to our broad sector knowledge and depth of expertise.

Estimates of Probable Construction Costs

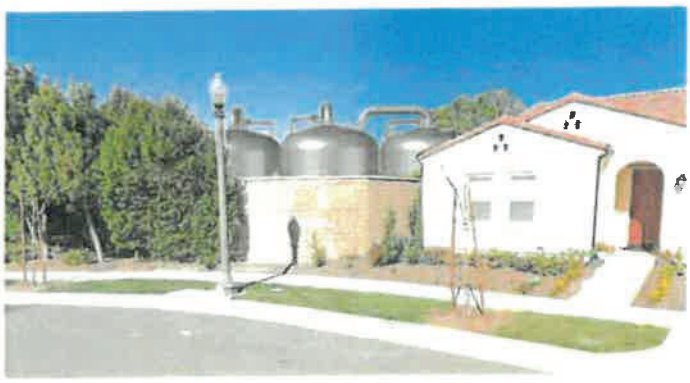
Knowing the importance of estimating construction budgets, We can prepare a cost estimate using the guidelines established by the American Association for the Advancement of Cost Engineering (AACE) for the development of Opinion of Probable Construction Costs (OPCC). Based upon the phase of the design project, GHD will utilize the AACE classification accordingly. The table on the following page summarizes GHD anticipated level of accuracy and associated contingencies.

Our team will utilize our connections with local trades in the development of unit costs to accurately reflect today's bidding market. This estimating approach is based on a multi-step methodology as summarized below:

- A job site walk, complete quantity survey using a multidisciplinary team approach, with expertise in the following disciplines: civil, environmental, mechanical, and sustainable design.
- Verify material pricing, labor availability and bidding interest by drawing upon the expertise of key contacts in the local general contractor and sub-contractor community. Estimates are based on the most up-to-the minute market outlook possible.
- The cost estimating team and design team maintain continuous communication during the entire design process and works closely together to identify issues early.
- This proven methodology will provide the City with the most current, up-to-date, and accurate cost information at all times as the project progresses. Surprises are minimized, and changes are easy to handle.

Constructability

The GHD team has successfully worked closely together to identify constructability challenges that may occur during construction and resolve constructability issues while meeting the requirements of permitting, the environmental documents and City operations.



GHD's construction group can provide constructability review and have extensive design and construction experience to evaluate the availability of equipment and materials to meet the needs of the contract, the level of impact necessary to complete the work, and whether that impact is consistent with the contract requirements. Soil conditions, depth of excavation, proximity to critical structures, proximity to utilities, proximity to improvements, size of potential trenchless operations and pit areas, available construction staging areas, depth and inclination of any changes in formational soil or rock, traffic conditions, and the distance between construction access points will be evaluated during design. The constructability review will also include an evaluation of the risks during construction and will identify ways these risks can be managed during construction.

PLANNING AND LAND DEVELOPMENT DIVISION

Condition Assessments

GHD has performed numerous condition assessments of facilities and has qualified inspection staff to assess facilities. The failure of these facilities can carry significant consequences in terms of costs to make repairs, environmental damage, fines and erosion of the public's confidence in the City. Recognizing the importance of these drivers, GHD's team is fully capable in the assessment of facilities and has the technical knowledge to develop rehabilitation recommendations and capital improvement programs that prioritize near-term risks. Our in-house Corrosion Engineer, Jeff Knauer, has extensive experience with corrosion risk assessment, condition assessment, and testing and mitigation design. He will support the team in assessing equipment for the risk of corrosion related failures and recommending corrosion mitigation alternatives.

Master Planning and Hydraulic Modeling

The GHD team also has in-depth planning and modeling experience for water distribution systems, sewer collection systems, and storm drain design. Our past master planning efforts have considered all aspects of community water/sewer systems, including supply, treatment, distribution, storage, metering, rate analysis, hydraulic modeling, watershed protection, security, staffing, and customer service. Our experience in the planning, hydraulic modeling, and development of potable water and sewer collection studies for public utility systems ranges from small capacity studies and fire flow analyses to comprehensive utility master plans complete with capital improvement and financial implementation plans. We will bring the City knowledge and experience on all aspects of hydraulic modeling with the understanding of the importance of flow monitoring and an accurately calibrated model. GHD's team of experienced hydraulic modelers are well-versed in numerous stand-alone, CAD based, and GIS based software programs such as those offered by the EPA, Haestad Methods/Bentley, MWHSoft/INNOVYZE, XP-Software, and Pizer. Our team will precisely perform hydraulic analyses and develop flow diversions and alternative alignments to address deficiencies and maximize the existing capacity in the City's distribution and collection systems.

Another element is the critical review and evaluation are the hydraulic capacity and demands of pump stations which are often associated with the significant impacts associated with aging infrastructure, population growth, and regulations, such as our work with the LBWD on the Downtown Area Sewer Focus Study Project and Sewer Master Plan Updates. Our staff knows it is imperative that pump stations also be reviewed for hydraulic capacity issues associated with pumps, valves, storage, fire protection, water surge, and system pressures to optimize and maintain the system.

Water Quality and Low Impact Development Design

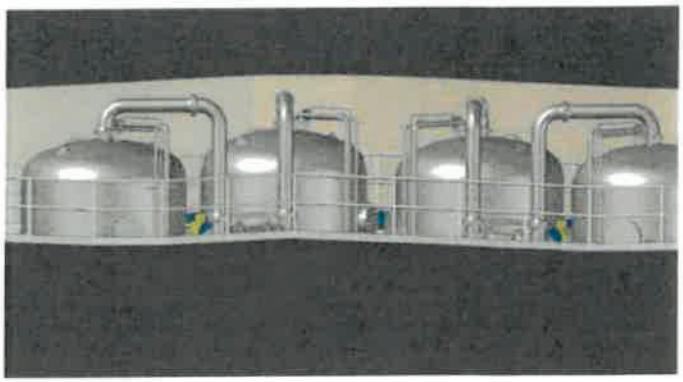
GHD's water quality professionals comprised of Qualified Stormwater Developers (QSDs), Qualified Stormwater Practitioners (QSPs), and Qualified Industrial Stormwater Practitioners (QISPs) have in depth experience designing, drafting, implementing, and reviewing Storm Water Quality Management Plans (SWQMP), Stormwater Pollution Prevention Plans (SWPPP), and NPDES permit compliance for public and private clients. GHD is currently operating as the On-Call Reviewer of Storm Water Management Plans for the City of Oceanside and has drafted numerous SWPPPs for local public and private clients (including Orange County Public Works). GHD's experience with surface water quality extends beyond the development and review of SWPPP and SWQMP plans, as GHD has created City Best Management Practices (BMP) manuals and is reserved as an Expert Reviewer of all stormwater plans for large public groups in Southern California.

Groundwater Wells

GHD has qualified professional geologists to prepare detailed groundwater well designs and specification packages and will take those plans through to managing the construction, inspecting materials and equipment for different drilling methods, leading the development of the newly constructed municipal wells and then leading the aquifer pump tests and step drawdown tests for detailed pump hydraulics. GHD can also prepare the supporting engineering elements of design including well head pump sizing and selection, valves, piping and appurtenances, pump to waste and hydropneumatic tank, yard piping valves and appurtenances, well and pump/treatment building, chlorination system, topographic survey, site clearing, excavation, grading, underground utilities (water, sewer, storm drain, gas), paving, fencing, connection to the distribution mains. Work includes permitting and detailed civil, structural, mechanical, and electrical engineering to get a newly designed and constructed municipal well online into a system and also includes rehabilitation and redevelopment of aging wells.

GHD's water resource engineering personal and supporting staff and engineers with expertise in drinking water well detailed design and construction methods and management have provided these services with recent projects, such as:

- City of Ukiah Well #4 and #9
- City of Santa Rosa Supply Wells



- City of Eureka Martin Slough Supply Well
- Humboldt Bay Municipal Water District – including detailed design of assets associated with the Ranney Collector groundwater well network (up to 15 MGD)
- Inland Empire Utilities Agency Ely Monitoring Well Replacement

GHD's team has the experience to provide design, management, supervision, and the oversight of pump and well contractors with regard to labor, equipment, tools, materials, supplies, and services, as well as contractual procurements and other costs incidental to installation of water supply wells, performing pump tests, step drawdown tests, and aquifer testing. To determine anticipated groundwater supply well specific capacities and long-term performance; our geologists and hydrogeologists investigate open boreholes using geophysical methods, monitor existing wells, and evaluate the groundwater levels and conditions in multiple locations simultaneously in realtime by installing transducer networks. GHD has bolstered communities with custom-fit solutions for water well installation, such as Huntington Beach Well #1, where our unique engineering design provided a higher flow and easier maintenance while matching the exterior to the architecture of adjacent homes. Groundwater well equipment projects can vary in size from small monitoring wells with purging pumping needs of 10 gallons per minute (gpm) to large scale 10,000-gpm Ranney Collector caisson production wells.

We also provide safe and environmentally conscious demolition of existing wells, as well as installation of equipment, including chemical injection equipment storage containers for liquid chlorine and fluoride, electrical/instrumentation equipment, water sampling analyzers, emergency generators, security equipment, and deep well vertical turbine pumps. GHD has equipped groundwater wells in environmentally sensitive areas, like Caspers Wilderness Park—a sprawling 8,000-acre protected area of the Santa Ana Mountains— where we designed a new 25,000-gallon AWWA D-100 Welded Steel Potable Water Storage Tank and new groundwater well. We included a wireless SCADA system to monitor tank levels and notify the well pump to deliver water to the tanks and distribution piping. Due to the surrounding wilderness, GHD also included an erosion control plan and stormwater prevention plans in our design.

WATER RESOURCES AND WATER QUALITY DIVISION

Environmental Compliance

GHD's team of local environmental professionals, supported by an international organization of expertise sets GHD apart in the services we can provide to the City. GHD's engineers, geologists, chemists, toxicologists, industrial hygienists, biologists, environmental planners, hazardous material specialists, and regulatory specialists can support the City on environmental compliance tasks. GHD's experts in this field will help the City stay up to date on new and upcoming regulations and the impacts caused by those regulations. GHD's team can provide training to the City staff to aid the City in being compliant.

Our team's environmental staff have provided California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) support for public infrastructure projects for over 25 years, and our expertise and abilities to execute complex projects are well established. With many years of experience preparing environmental documentation, our team members have a complete understanding of current CEQA and NEPA regulations and guidelines, and the components of the preparation and approval process that are critical to keeping projects on track. Beyond CEQA and NEPA documentation, our team has significant experience with the broad range of natural resources and regulatory permitting needs anticipated under this contract. We have ample experience working in the field and on job sites, conducting biological and preconstruction surveys for vegetation, wildlife, nesting birds, and endangered species, as well as wetlands delineations.

Specific capabilities include:

- Pre-Construction Surveys
- Biological Resource Assessments
- Biological Technical Reports
- NEPA Natural Environment Studies
- Stream and Habitat Restoration and Establishment
- Sensitive and Endangered Species Surveys and Mapping
- Biological Inventories and Monitoring
- Section 7 and 10 ESA Consultation
- Vegetation Mapping/Sensitive Plant Surveys
- Nesting Bird Surveys and Plans

We are adept at conducting and documenting construction monitoring and worker training in accordance with construction specifications, as well as preparing permits required in annual, periodic, and special reports. Related services include worker education and awareness training, oversight of environmentally sensitive areas, contractor coordination, and required reporting. Education and awareness training, oversight of environmentally sensitive areas, contractor coordination, and required reporting.

Charles Smith, our Environmental Documentation and Permitting Lead, understands that environmental documentation and permitting are often critical factors



in moving projects toward successful implementation, and we understand that obtaining permits is more than just submitting an application. It takes tenacity, balanced with solid science and professionalism, to obtain timely permit acquisitions and verify that permit conditions are acceptable and implementable. Our team's permitting staff offers local resource knowledge, along with the ability to work constructively with regulatory staff to facilitate the timely approval of permits. These relationships help us facilitate the early involvement of agency staff in the planning process. From our experience, this is crucial to gaining agency cooperation and input, ensuring that the project is more likely to be approved, and avoiding costly delays. Agencies with whom we routinely work (and associated regulatory permits) include:

- US Army Corps of Engineers (Section 404, 408)
- US Fish and Wildlife Service (Section 7 consultation)
- California Department of Transportation (encroachment permits)
- California Department of Fish and Wildlife (Section 1602)
- California Coastal Commission
- California Department of Water Resources
- California Division of Drinking Water
- State Historic Preservation Office (Section 106 consultation)
- State Water Resources Control Board (construction/ industrial stormwater)
- Safe and Affordable Funding for Equity and Resilience (SAFER) Program
- Regional Water Quality Control Board
- (National Pollutant Discharge Elimination System (NPDES))
- Air Quality Management District (permits to construct/ operate)
- Others, as needed

Effective environmental impact assessment and permitting require a solid basis in science. The GHD team's staff of scientists is recognized for experience and expertise in wetland ecology, wetland delineations, invasive species management, habitat restoration for special status species, and ecology of amphibians, reptiles, and selected invertebrates.

Our team uses special studies during the design process to help first avoid potential impact areas and then minimize unavoidable impacts, conducted in consultation with permitting and/or funding agencies to ultimately meet agency requirements and support defensible permit documents. In addition, we prepare mitigation and monitoring plans for re-vegetation, enhancement, and restoration for a variety of habitats.

Recycled Water Compliance

GHD's recycled water compliance services are incorporated within our Integrated Water Resources Management (IWRM) programs. IWRM represents a shift in how freshwater, wastewater, and urban stormwater is managed. It takes into account sustainable strategies for climate change adaptation, water conservation, use of reclaimed water, and improved management of water quantity and quality in the urban water cycle. It promotes discussion and consensus building across various stakeholder groups, agencies, and disciplines. GHD's team of IWRM professionals can help the City develop and implement a compliance program to assist the City in meeting the waste discharge permitting requirements and monitoring and reporting requirements based upon the standards set by the California Department of Public Health. GHD's experts will help the City stay up to date on upcoming regulations including the draft Water Reclamation Requirements for Recycled Water Use and preparing for adapting to the new regulations. Our IWRM professionals have the experience and expertise in various areas of integrated water resources management, including watershed and subwatershed planning and management, stormwater design and management, specialized numerical water resources modeling, climate change impact and risk assessment, and regulatory compliance and litigation support.

Water Rights, Transfer, and Exchange Agreements

GHD's team, with a specialization in inter-agency cooperation, has robust experience navigating both the intricacies of California water law and local water rights. Our team understands the California Water Code, the different water right types, as well as how to work with legal advisors providing the information required for robust agreements.

Understanding the ramifications from hydrologic, water availability, environmental, and impacts of changes on upstream and downstream users is the basis of sound agreements. We have worked across the state on these impacts from working with State Agencies to remove lands from Williamson Act to providing water availability analysis for transfer and exchange agreements. We also have experience working with local agencies on consolidation agreements as part of our Proposition 1 and SAFER projects, which include alternatives analysis requiring the examination of intertie, mutual aid, or transfer of water rights between local agencies to verify system reliability within limited local resources.

Our team has experience working on more than a dozen recent projects requiring water rights investigation, transfer, and inter-agency cooperation. This work begins with understanding the amount of water that is being considered for transfer, exchange, or surrender, the type of water right that exists, term/conditions of the agreement, constraints related to overarching CEQA/NEPA requirements associated with SWP, and the owner/partners involved in the agreement. To establish some of this information may take negotiations with the partners to reach agreement on specifics of the agreement.

Once this has been established, our engineers begin work on understanding the issues/challenges/impacts associated with the agreement including hydrologic, environmental, and impacts on other users. Depending on the type of water right and agreement, different state and Federal agencies will need to review/ approve the process including CEQA/NEPA. For State Water Project (SWP) related water, we follow the protocols outlined by DWR on their Water Transfer Information Management System. These rights require approval from Department of Water Resources (DWR) and from the State Water Resources Control Board (SWRCB) for the transfer or exchange, as well as potentially for use of the SWP conveyance. It is important to understand and consult with the agencies that have approval, regulatory, and/or operational compliance authority early in the process to avoid delays or rejection of the agreements.

Groundwater Data and Trends

Groundwater is a limited resource, where historically more groundwater has been pulled out of the system than is put back. This overdrafting has led to the depletion of water resources that affect everything from drinking water supply to ecosystem health. Being able to observe and understand the trends in groundwater allows for a better understanding and management of this water resource. We have provided groundwater monitoring, modeling, aquifer testing and characterizing, and data analysis for projects across the state. Projects like the Napa Syar Groundwater Surface Water Monitoring, where we provided water balance calculations for a mining site to evaluate the impact of mining on the state of the groundwater.



Other projects like Santa Monica Groundwater Wellfield Analysis and Capital Improvement Program (CIP) Projects Planning, Eel River Valley Groundwater Sustainability Plan included a water budget groundwater model, aquifer wide sustainable yield estimates, detailed hydrogeological conceptual model, climate change, and aquifer analysis for long-term water supply planning.

Groundwater, Imported Water, and Other Available and Planned Supplies

Our team members have been involved in a number of the most significant integrated resource planning efforts in Los Angeles County from large scale studies seeking to optimize reuse throughout southern California, to groundwater management studies, maximizing water resources through conservation and demand management, and desalination.

The GHD team has worked on dozens of source water supply planning projects from Drinking Water State Revolving Fund (DWSRF) projects related to water supply master planning, source capacity improvements, and design for treatment, conveyance, and storage elements of small and community scale water systems, as well as City municipal and County level groundwater resource planning and water master plans with prioritization. GHD is the program manager for the high-profile Monterey Pure Water project which focuses on advanced water recycling technology of storm water, wastewater, and industrial water for aquifer replenishment for sustainably planned aquifer resource uses.

We have also worked with the California Department of Water Resources to develop outcome monitoring protocols for grant funded sustainable groundwater management projects. As part of this work, we collected data on groundwater management projects identified across California and developed an online dashboard that summarizes the benefits that can be gained from these projects: California Groundwater Projects Tool. https://experience.arcgis.com/experience/00197adac22f4b06a3f410068d43a641/

Summary

The internal and external communication structure controls the task orders overall and day to day team interactions. This communication plan will be fully vetted with the OMUC before its implementation as part of each task order. Because of our experience delivering similar projects and on-call task orders, our team is accustomed to supporting your project needs on a range of assignments on a fast-track basis. GHD brings a committed and effective On-Call Project Manager, sound tools and methods on complex infrastructure programs, and a full-service team of experts who understand the project development processes and requirements.

GHD's experienced engineering team for the OMUC's on-call contract has a thorough understanding of the project development process, allowing us to:

- Quickly mobilize teams of professionals to respond to various Task Order assignments
- Develop scope, schedule, and budget for Task Orders, meeting the OMUC's objectives and expectations
- Develop design alternatives and complete construction documents that enhance the proposed project with an emphasis on cost savings
- Recognize the OMUC's focus on project delivery to provide value to ratepayers

9. Insurance
10. Litigation
11. Other Information
12. Certification of Proposer



→ 9. Insurance

GHD has reviewed the Agreement, attached as Exhibit "B," and agree to the terms.

GHD Inc. carries $1M each of Commercial General Liability and Automobile Liability so we supplement with Umbrella Liability. Our generic certificate includes $1M Umbrella which can be applied separately to both General and Auto giving them each $2M. A custom certificate with specific language (such as additional insured, etc.) can be provided by an issued contract upon award of the project.

Please see our sample Certificate of Insurance in ***Appendix D.***

→ 10. Litigation

Due to the commercial sensitivity and confidentiality of any litigation in which GHD may have been involved, GHD is not at liberty to disclose the information sought. However, we point out that as a component of its prudent risk management practices, GHD obtains high quality professional liability insurance in the world market, and domestically in the United States, to provide cover in the industries in which it operates. As a consequence of engaging in business, there are sometimes claims asserted which may or may not give rise to litigation.

The details and progress of any such claims are by necessity commercially sensitive and remain in confidence. We are able to inform you that there have been claims notified in the normal course of business, none of which we believe are material to the services which are the subject of your RFP. There are however presently no significant ongoing contract failures, no criminal matters, and there have been no judgments against GHD Inc. within the last 10 years.

For further information regarding GHD's claims history, kindly contact GHD's Chief Counsel, Duncan Findlay, at 602.216.7225 or duncan.findlay@ghd.com to arrange for a confidential disclosure.

→ 11. Other Information

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

GHD's approach to staffing tasks efficiently and completing projects on time and within the allocated budget is based upon developing a tailored solution given the conditions, opportunities, and constraints of the project. GHD offers outstanding resources to support the needs of our clients. We have assembled a comprehensive and talented group of specialists specifically chosen to meet the project goal. The GHD Project Manager will proactively manage the engineering and design tasks to stay on time and budget.

Project Management

Project Control

Many projects are influenced by a complex system of variables and as a result, aspects of the best-planned project approach will require some type of adjustments before the project is delivered. It is very important the system of project controls works together with the understanding by the On-Call Project Manager of how all of the aspects of a project interact. We manage this by maintaining constant communication and coordination with the City, as well as with all of the technical leads.

Project Management Plan (PMP)

The execution and management of the Project are tied together by the Project Management Plan. As mentioned above in the Technical Approach section, the first step in Project Control is to develop a sound, efficient achievable and effective Project Management Plan (PMP). At the start of the project, the GHD Project Manager develops this PMP with input from the City's Project Manager, project task leads and others.

Scope Verification and Control

The GHD team understands that scope verification is very important to ensure that project deliverables are formally accepted. We assure this by providing a well-defined scope of work for each project, developed in close coordination with our delivery team. This scope will include clearly defined deliverables for each task in the scope. Conclusions and recommendations will be well-supported by support analysis. Any issues potentially requiring adjustments to scope will be proactively communicated to the City's Project Manager, along with proposed solutions and/or a plan for recovery, if required.



Schedule Control

The schedule prepared as part of the Project Management Plan will integrate the work of all sub consultants and will include milestones and sub tasks, preparation and processing, in-house Quality Control, and the City's reviews. The project schedules will be created, updated, and maintained monthly to ensure that it remains current and accurate and monthly updates will be furnished to the City's Project Manager.

Cost Control

GHD's Project Manager will track the cost and expenditure for each Task Order, using our in-house cost control tools. Prior to each invoice, GHD's Project Manager will review the progress for consistency with the Project Management Plan and ensure that the billing does not exceed the estimated fee for services rendered to date. This cost control plan ensures that our fee will always be properly tracked with the progress of work.

Risk Management

Risk Management begins with identifying risks, which generally occurs during development of the project approach and is re-visited throughout project development as part of the project control. Identified risks must be listed, addressed and tracked to ensure that they do not impact the project schedule and budget in any way that could have been avoided. When a risk cannot be avoided, it is specified as a risk to budget and/or schedule.

Once identified, a brainstorming session involving technical, budgetary, and management professionals is held to determine if a solution could be found to either eliminate or significantly reduce the risk.

Document Control

GHD has its own document control system that makes all project documents, including QC checks and comment responses, available for delivery to the City. GHD therefore has a system in place to collect and categorize all project documentation and will adapt this system to meet the City's requirements.

Every project requires oversight and management to stay on task, on budget, and on schedule. GHD will work closely with MNWD staff in the most complete, cost-effective, and efficient manner to keep project tasks focused. Having worked on many similar projects, our understanding of the City's procedures, staff, and public concerns will provide results that stay within budget and meet schedules.

QA/QC

GHD uses a quality assurance program that is certified as ISO 9001 compliant. Based on a set of standards to help organizations develop and implement quality management systems, these principals are designed to help GHD meet the needs of clients and project stakeholders while meeting statutory and regulatory requirements related to our services. In addition to external audits, GHD completes internal project and system audits using trained auditors. Compliance with existing systems is evaluated along with the effectiveness of the systems and opportunities for continual improvement. All deliverables will be subject to QC checks, as well as other project milestones identified through the collaborative effort between the City and GHD.

GHD's QA methods involve actions at the management level that directly improve the chances that QC processes and procedures will result in a product or service that meets or exceeds your expectations and contract requirements. QA ensures that these project requirements are being met by planning the processes needed to ensure quality of the work, ensuring that equipment and staffing can perform tasks related to project quality, and documenting the quality efforts which will lead to continuous improvement and the successful delivery of each work product.



Design Quality Management Plan (DQMP) – A customized DQMP will be developed for each project that will utilize a series of discipline checklists to perform specific QC checks at each stage of the design. The DQMP will serve as the guide for how all future quality reviews will be performed and overseen for the project.

Intra-discipline Reviews – Each discipline will perform a QC review of all deliverables by a senior level Subject Matter Expert (SME) prior to submittal using the DQMP's formal checking and back-checking procedure and a pre-developed set of design review checklists.

Inter-discipline Reviews – Each discipline will perform a QC review of the plans, specifications, and other relevant project documents prepared by other disciplines to confirm that interfaces are compatible using the DQMP's formal checking procedure.

Constructability Reviews – A Senior Engineer experienced in all aspects of design and construction will perform constructability reviews to confirm that the project is constructable, and that all information required to construct the project is included.

QA Certifications – Prior to each submittal the QA Manager reviews the documentation prepared for each of the QC reviews to ensure that the review followed our DQMP process, our Scope of Work, and our contract terms and conditions. The QA Manager will then certify that each document is ready for submittal.

Management Reviews – The final step that all deliverables will receive will be to have our Project Manager and/or Task Order Lead perform a final review of each work product to be submitted. These final checks will be to ensure that each submittal package is 100% complete, directions communicated by the City and stakeholders via meetings and correspondence have been followed, and all prior comments have been dispositioned and incorporated.

b. Description of community involvement.

GHD is well connected with the local community and many of our staff are active members of local organization and charities which provide GHD with a different prospective to the local environment. We have had a local presence in the Inland Empire through our work and relationships with local agencies. Our local project office in Irvine is within close proximity of the City and serves as a base where staff can work out of and quickly respond to requests for site visits and/or impromptu meetings.

GHD's involvement and investment in the communities in which we live and work strengthens our relationships with those communities, builds our understanding of their needs, and demonstrates our shared commitment to improve the quality of life for all of us.

The community outreach efforts of GHD team members encompass a vast array of local projects, as well as participation in local professional organizations and community actives.

These include:

- Inland Counties Water Association
- American Society of Civil Engineers - Inland Empire
- Various Charities (Anthesis, Caritas San Vicente, Chino Neighborhood House, HomeStrong USA, Movember, Bike MS, and many more)

c. Description of any previous involvement with the City.

GHD has previously been involved with the City of Ontario through our work with Well 50 Ion Exchange Treatment Facilities and Wells 37 and 39 Treatment Facilities. Local experience working for Inland Empire Utilities Agency has also provided insights to City requirements for encroachment permit requirements for linear construction trenching and pavement.

d. A statement that the Proposer has no conflicts of interest in connection with providing the Services.

GHD has no conflicts of interest in connection with providing Services to the City of Ontario.

→ 12. Certification of Proposal

GHD hereby submits this proposal, and by doing so, we agree to furnish services to the City in accordance with the Request for Qualifications (RFQ), and agree to be bound by the terms and conditions of the RFQ.

Appendix A

Resumes

Chris Bartleman PE

Contract Manager



Qualifications/Registrations

- BS, Civil Engineering, California State Polytechnic University, Pomona, CA, 2004
- Civil Engineer, CA #81075, 2012

Experience

20 years | 1.5 w/GHD

Brief Biography

Chris Bartleman, PE, will perform contract management services and serve as the primary point of contact. In addition to being local to the Inland Empire, Chris knows the City's requirements, standards, and construction procedures from his previous experience working on the Capital Improvement Program (CIP). Further, he is knowledgeable on the City's design guidelines, engineering, and construction personnel, which means there is no learning curve and an intrinsic understanding of the OMUC's operational preferences. His most recent work with the City includes the Well 50 Ion Exchange Treatment Facility and Wells 37 and 39 Engineering Services During Construction. In addition, Chris' experience includes inspection, construction administration, shop drawing review, and change order negotiations. His experience will be especially beneficial for this contract as he can readily anticipate potential risks during the proposal phase and provide the City options to address them. Chris has excellent communication skills and will communicate proactively with OMUC.

Project Experience

Well 50 Ion Exchange Treatment Facilities

Project Manager | Ontario Municipal Utility Corporation | Ontario, CA | The GHD team is providing Ion Exchange (IX) Treatment Facilities for Wells 50, including equipment pre-selection, preliminary and final design, and permitting of the 4.3-mgd IX facilities for perchlorate groundwater treatment. To establish the Basis of Design, the project commenced with the development of Engineering Design Guidelines for IX treatment facilities.

Wells 37 & 39 Perchlorate Removal Design

Project Manager | Ontario Municipal Utility Corporation | Ontario, CA | GHD is providing construction management services and engineering services during construction for the IX project. Serves as the Contracts and Project Manager providing project coordination with City, contractor, and sub-vendors. Review and comment on applicable submittals for process equipment. Monitors and documents Requests for Information (RFI), submittals and change orders. Provide resources for and document resident engineering. Field Inspections and monitor online portal for project information for updates and compliance. Develop and maintain risk register and conflict resolution.

IEUA On-Call Master Engineering Services Contract

Project Manager | Inland Empire Utilities Agency | Chino, CA | GHD is providing engineering services in support of IEUA's water and wastewater programs on an on-call basis for a three year period. GHD is performing the task orders in accordance with IEUA's Engineering Design Guidelines, which were also created by GHD. The scope of the task orders encompasses the preparation of design, plans, specifications, cost estimates, and contract documents for capital projects including electrical/ instrumentation, process controls, structural design, sewer improvements, water and recycled water improvements and wastewater improvements, constructability reviews, as well as asset management.

Regional 24-Inch Forcemain

Project Engineer | Jurupa Community Service District | Jurupa Valley, CA | Served as Project Engineer for the pre-design, design, and construction management for the Districts 24-inch diameter Polyvinyl Chloride (PVC) regional forcemain. The pipeline is approximately 20,000 linear feet from Jurupa Community Service District's Plant 1 to the Riverside Regional Water Quality Control Plant, with three lift stations contributing flows to the regional forcemain creating variable hydraulic conditions. During the pre-design phase, analyzed 14 hydraulic scenarios. Also prepared the design criteria portion of the report. The final reach consisted of a double barrel siphon within the Riverside Water Quality Control plant that could not be avoided due to the topography and existing utilities. The project construction cost exceeded $12 million.

Hamner Pipeline, Chino Desalter Phase 3 Expansion - Product Water Pipeline

Project Engineer | Chino Basin Desalter Authority | Riverside County, CA; Ontario, CA; Eastvale, CA | Served as Project Engineer on the District's 30-inch diameter finished water pipeline. The pipeline is approximately 23,000 linear feet of class 250 welded steel from south of the Santa Anna River to just south of Riverside Drive along Hamner Avenue in the City of Eastvale. Major project components included a 750 linear feet microtunneling portion

under the Santa Anna River, 250 linear feet jack and bore portion in the intersection of Hamner and Limonite Avenue, and pressure reduction/meter turnout facilities to three agencies. Prepared the bid specification and the south portion of the alignment contact drawings. Project construction cost exceeded $20 million.

Clay Van Buren Lift Station

Project Engineer | Jurupa Community Service District | Jurupa Valley, CA | Served as Project Engineer for the replacement lift station project, which included addition of a flow metering facility, replacing the existing mechanical equipment, adding a standby diesel generator, sewage bypassing, relocating the Southern California Edison (SCE) service meter, and lining the existing wetwell. Prepared the plans, specifications, and cost estimate for the project. Performed construction management for the project including submittal and requests for information review, progress meetings, and coordination with the field inspector.

Benedict Reservoir Interior Recoating

Project Engineer | Jurupa Community Services District | Jurupa Valley, CA | Served as Engineer for preparation of plans and specifications for the design of an interior recoating operation of the 1.1 MG welded steel reservoir. In addition to the interior recoating, the project scope included various interior and exterior improvements including new tank ladder, roof ventilation sizing per AWWA, girder/column repair, tank overflow, and relocation of inlet pipe.

Sky Country Trunk Sewer

Project Engineer | Jurupa Community Services District | Jurupa Valley, CA | Served as Project Engineer for approximately 8000 linear feet of 8"-18" diameter gravity sewer to redirect flow being sent to Riverside Water Quality Control Plant to Western Riverside Regional Treatment Plant. Trenchless technologies such as no-dig Vitrified Clay Pipe (VCP) and conventional auger style jack and bore were used in areas to avoid street closures. Two lift stations were demolished as part of the project. Project challenges included areas with difficult soil conditions and sewers with minimum slopes up to 34 feet deep. The construction cost was approximately $6 million.

Proposed Residential and Commercial Developments

Project Manager | Western Municipal Water District | Riverside County, CA | Served as Project Manager for the development services department responsible to review plans of service for proposed residential and commercial developments within Western Municipal Water District service area. Responsible for review of the District's Master Plan, development standards for water and sewer generation, and the developer's plans of service.

Brine Disposal Pipeline Design

Project Engineer | City of Beaumont | Beaumont, CA | Served as Project Engineer and managed a team of five staff members in the design of an approximately 23-mile-long 12-inch diameter High Density Polyethylene (HDPE) pipeline from the City of Beaumont Wastewater Treatment Plant (WWTP) to the discharge into the Inland Empire Brine Line in the City of San Bernardino north of the Santa Ana River. The pressurized gravity flow pipeline crosses multiple jurisdictions with varying requirements for the proposed improvements, which were clearly identified in the plans and specifications. Portions of the line are proposed parallel to Union Pacific Railroad (UPRR) right of way and installed in multiple City-owned bridges over US Army Corp of Engineers' jurisdiction. The schedule for the project completion is March of 2020 as dictated by the State Regional Water Control Board. The plans and specs were completed in less than 1-year period from the planning level completion. The utility research, field verification, potholing, and locating were a critical part of the project to prevent construction change orders. Multiple trenchless installation crossings are proposed at environmentally sensitive areas, rivers, highways, railroads, and high traffic intersections. The pipeline project's cost was estimated at approximately $30 million.

Vista and Ellis Zones Water System Improvements

Project Engineer | Eastern Municipal Water District | Riverside County, CA | Served as Project Engineer for the replacement Watson Road booster pump station, 5.63 mg welded steel reservoir, and 24- and18-inch diameter pipelines. Followed District standards for booster station guidelines to develop the plans and specifications. Project challenges included chloramine trim boosting from ammonia and on-site chlorine generation facilities, sound attenuation of standby diesel generator, and coordination with various District Staff for design input.

Chino Airport Plume Remedial Action Project

Project Manager | County of San Bernardino | Chino, CA | Served as Project Manager for the design of ten potable water well sites in and around the Chino Airport to convey water to the Chino Basin Desalter Authority's Treatment Plant. Project includes the design of approximately 20,000 linear feet of raw water pipeline, compact well footprints located in fully developed commercial areas, coordination with regulatory agencies, property acquisition support, and peer review for Volatile Organic Compounds (VOC) treatment facilities.

Greg Watanabe PE, PACP, MACP

QA/QC Manager



Qualifications/Registrations

- BS, Civil Engineering (Emphasis: Environmental Engineering, California State Polytechnic University, Pomona, CA, 2001
- Post-Graduate Coursework, Public Administration, Notre Dame de Namur University, Belmont, CA
- Civil Engineer, CA #67618, HI #11801, OR #97301, ID #20082, GU #1861
- Pipeline Assessment and Certification Program, National Association of Sewer Service Companies (NASSCO), 2010
- Manhole Assessment and Certification Program, NASSCO, 2010

Experience

20 years | 11 w/GHD

Brief Biography

Greg has over 25 years of experience in design, project management and CIP management. His emphasis has been in the oversight, QA/QC, planning, development and design of domestic water, recycled water and wastewater facilities including pumping stations; master plans; hydraulic system modeling; and over 100 miles of pipelines up to 96 inches in diameter for public utility systems. He also has relevant municipal experience in CIP planning, development and management and working with private land developers while serving as District Engineer for a Southern California municipality. Greg has also managed the design and construction of award-winning projects recognized by the American Society of Civil Engineer (ASCE) and the American Public Works Association. He has also been published by ASCE, American Water Works Association (AWWA), and the North American Society for Trenchless Technology (NASTT). Noteworthy projects include the design of a gravity sewer beneath the 100-year-old Santa Monica Pier where the pipeline was suspended over the Pacific Ocean, a booster station within the coastal zone in the City of Malibu with a 450 psi working discharge pressure, and a 96-inch water transmission main for the San Bernardino Valley Municipal Water District. He currently serves as a Director for the Western Chapter of NASTT.

Project Experience

IEUA On-Call Master Engineering Services Contract

Project Director | Inland Empire Utilities Agency | Chino, CA | GHD is providing engineering services in support of IEUA's water and wastewater programs on an on-call basis for a three year period. GHD is performing the task orders in accordance with IEUA's Engineering Design Guidelines, which were also created by GHD. The scope of the task orders encompasses the preparation of design, plans, specifications, cost estimates, and contract documents for capital projects including electrical/instrumentation, process controls, structural design, sewer improvements, water and recycled water improvements and wastewater improvements, constructability reviews, as well as asset management.

East County Advanced Water Purification (PURE) Program - Package 2

Project Manager | East County Joint Powers Authority | Santee, CA | Managed a $40M CapEx progressive design-build for 10-miles of 24-inch welded-steel transmission main, a dechlorination facility, and a 30-inch HDPE subaqueous outfall pipeline. Besides the standard open-cut pipe segments there are six trenchless pipe segments installed via auger bore (jack and bore) methods and an 800 lineal foot segment installed above ground on concrete piers to cross a steep rock slope.

P-1044 Advanced Wastewater Treatment Plant (WWTP) Conveyance Facilities

Quality Control Manager | Orion Construction, NAVFAC SW | MCB Camp Pendleton, CA | Served as Quality Control Manager for the design-build of conveyance facilities including over 70,000 lineal feet of 16-inch diameter piping, treated water piping connections, emergency interconnection and pressure reducing station, well pump and motor replacements, assessment, and replacement of distribution lines, 9,000 lineal feet of brine disposal piping, 5,000 lineal feet of force main, horizontal directional drill crossings, and appurtenances.

Wineville Extension Recycled Water Pipeline

Project Manager | IEUA | Chino Hills, CA | Oversaw the design of five-miles of 36-inch and one-mile of 24-inch welded steel pipelines to extend the Agencies recycled water system from the City of Ontario to the City of Fontana. This project included hydraulic modeling of the recycled water system to determine appropriate pipe diameters by running average daily demand, maximum daily demand, and ultimate deposition into the Agency's groundwater recharge basins. It also included the preliminary and final design of the pipeline and two turnouts discharging recycled water to groundwater recharge basins and a San Bernardino County Flood Control District channel. This included the specification of a 24-inch and 12-inch plunger-type valves enabling the pressure system to discharge to open atmosphere. Other design elements included mitigating several storm drains, flood control channel crossings, railroad crossings through pipe bridges and bore and jack construction methods.

Dry Dock No. 1 Modifications

Design Manager | NAVFAC SW | Naval Base San Diego, CA | Manage the design of the replacement of the mechanical pumping systems associated with dewatering the 19-million-gallon Dry Dock facility. The associated mechanical facilities included the internal piping, valves, and eight pumping units. The larger saltwater dewatering pumps consisted of 800 hp axial-flow 54-inch units configured to better accommodate operator safety and facilitate access. The rated flow of the saltwater dewatering pump station was approximately 120,000 gpm.

Central Guam Reservoirs Design - Hyundai Water Booster Station

Design Manager | Guam Water Authority | Guam | Managed the design of a new potable water booster station for a small community that historically observed low operating pressures and substandard pressure during fire events. This project isolated the local distribution system and converted it to a closed loop supplied by the new booster station. The new booster station consisted of a triplex pump system fitted with VFD's to supply normal flows and included a single 150 hp high flow pump. Additionally, a 2,100-gallon bladder surge tank was specified to mitigate peaks during periods of low-demands and attenuate pressure transients due to a sudden loss of power. Other features included in the booster station design included a three-room CMU block building structure that housed the pumps and manifold piping, a diesel-powered back-up generator, and electrical controls. HVAC and a ceiling-mounted trolley crane hoist system rounded out the overall design.

Caspers Wilderness Park New Tank and Well

Project Director | Orange County Parks Department | San Juan Capistrano, CA | Managed the design of a new 25,000-gallon AWWA D100 welded steel tank and groundwater production well to provide potable water service to an 8,000-acre regional park that included hiking, biking, and equestrian trails; an interpretive center; and multiple campgrounds with 75 campsites. Specific project challenges included the construction of a new tank on a remote hilltop with access restrictions, drilling of a new groundwater production well in an area without access to potable water during construction, and designing a new SCADA system for remote operation in a canyon area.

Project No. 7-66, Sunflower and Red Hill Interceptor Repairs

Project Director | Orange County Sanitation District | Costa Mesa, CA | Direct the condition assessment and recommendation of the associated repairs of approximately 6,000 linear feet of 54-inches to 78-inches sewers and three inverted siphons. The existing RCP pipe contained a 270-degree PVC lining system to mitigate corrosion. The rehabilitation design included localized repairs of the PVC lining system throughout. It also included filling the invert of the pipe with a mortar mix to both repair the damaged section of pipe and raise the overall water surface level inside the pipe to fully submerge the sections of bare concrete to mitigate future corrosion. Other critical elements included the coordination with three different cities, which had jurisdiction along the pipe alignments, temporary bypassing of the existing sewer, and the associated traffic control for both bypassing and construction operations.

Haven Avenue Regional Sewer System Repair (EN20056)

Project Director | IEUA | Chino, CA | Directed the trenchless rehabilitation of the over 50-year-old Cucamonga Trunk Sewer that is located in Haven Avenue between East Airport Drive and Mission Boulevard in the City of Ontario. The project consists of lining approximately 7,420 linear feet of 18-inch and 20- inch epoxy lined transite/Asbestos Cement Piping (ACP) and its related 19 sewer manholes. CCTV inspections revealed that the epoxy liner has failed, subjecting the pipeline to sulfuric acid corrosion which led to the deterioration of the internal pipe wall. Other tasks included traffic control, bypass design, and permitting with City of Ontario and the FAA.

Abhay Hanamsagar PMP

Project Manager



Qualifications/Registrations

- MS, Business Administration, Savitribai Phule Pune University, Pune, India, 1989
- BS, Chemical Engineering, Manipal Institute of Technology, Manipal, India, 1986
- Project Management Professional, Project Management Institute

Experience

31 years | 2 w/GHD

Brief Biography

Abhay Hanamsagar, BS (Chem Eng.), PMP: has over 31 years of experience in developing and executing projects in the Water industry, both in the manufacturing sector and as a consultant. He has a strong background in membrane filtration, Ion Exchange and includes process design, project engineering and project management, supply chain, and Program Management. He is knowledgeable about various water technology platforms, such as on-site hypo generation, arsenic contaminant removal by adsorption, and demineralization plants. He has also performed on-site system start-up and troubleshooting services in a variety of applications. Some of the projects he has worked on include OMUC Well 37/39, Santa Monica RO Upgrade and Yuma Marine base WT Plant Upgrades.

Project Experience

Wells 37 & 39 Perchlorate Removal Design

Contracts Manager/Project Manager | Ontario Municipal Utility Corporation | Ontario, CA | GHD is providing construction management services and engineering services during construction for the IX project. Serves as the Contracts and Project Manager providing project coordination with City, contractor, and sub-vendors. Review and comment on applicable submittals for process equipment. Monitors and documents Requests for Information (RFI), submittals and change orders. Provide resources for and document resident engineering, Field Inspections and monitor online portal for project information for updates and compliance. Develop and maintain risk register and conflict resolution.

Arcadia Reverse Osmosis (RO) Water Treatment Plant (WTP) Expansion Project

Senior Project Manager | City of Santa Monica | Santa Monica, CA | GHD is the owners engineer for this progressive design- build desalination, Advanced Oxidation Processes (AOP) and capacity expansion project. AOP (Ultraviolet (UV) + H2O2) is provided to address organic contamination and the RO skids are retrofitted with flow reversal technology to increase the capacity of the WTP. Serves as Project Manager for the project including coordination with the design-build team, City, and deliverables management. Also undertook reviews of process equipment submittals, Reverse Osmosis projections at varying temperature and Total Dissolved Solids (TDS) conditions, compliance with project general and special provisions. Review and comment on Piping and Instrumentation Diagrams (P&ID), Controls philosophy and instrumentation interlocks.

Carlsbad Desalination Plant – Conceptual Dissolved Air Flotation (DAFF) Retrofit Project

Senior Process Engineer | Poseidon Resources LP | Carlsbad, CA GHD was engaged by Poseidon Resources (Channelside) LP to conceptually evaluate retrofitting the existing sea water reverse osmosis pre-treatment filter cells with a new in-filter dissolved air flotation arrangement and to provide a cost estimate for the same at the Carlsbad Desalination Plant. Developed a preliminary list of the main process equipment and its sizing along with suggested technical specifications. A preliminary site layout was also developed taking in to account the existing constraints as the plant is operational.

Valley Water - Santa Teresa Water Treatment Plant

Senior Project Manager | Santa Clara Valley Water District | Santa Clara, CA | Project consisted of refurbishment/replacement of filter media, nozzles, and associated valves for the gravity filters. Reviewed contractor submittals for equipment(s) and schedule.

Water Treatment Facility Membrane Treatment Plant

Project Manager | City of Geneva | Geneva, IL | The brackish water desalination plant consisted of 4 x 1.5 mgd reverse osmosis trains along with high pressure pumping system, Clean-in-Place (CIP), and fresh flush.

Ephrata Area Joint Authority Groundwater Softening Plant

Project Manager | City of Ephrata | Ephrata, PA | Served as Project Manager for 500,000 gpd nano filtration WTP for softening of potable water.

Chevron Offshore Floating Production, Storage, and Offloading Vessel - Double-Pass Seawater RO

Project Director | Chevron | Offshore Brazil | The project consisted of furnishing pre-treatment filtration, cartridge filtration, seawater RO equipment (2x, 800 M3/D potable water, 1 x 75 M3/day process water generation), CIP, and post treatment. All to American Petroleum Institute (API) and explosion proof Class 1 Division 2 specifications.

Youth Palace Desalination Plant

Proposal/Project Manager | Intech Corporation | Egypt | Served as Proposal/Project Manager for this seawater desalination project with pre-media filtration, cartridge filtration, high pressure pumps, duplex 2205 piping and CIP/flushing system(s), three trains of 3,300 M3/D permeate capacity.

Suez Cement Company Process Water Production - High Brackish Desalination Plant (11,356 M3/D)

Project Director | Suez Cement Co. | Egypt | Scope consisted of wells, interconnecting piping, civil, RO building, RO skids, pre-treatment filtration, CIP, and fresh flush systems with all controls for automatic operation.

Azad Kavoosi PE, PEng, PMP

Project Manager



Qualifications/Registrations

- MS, Chemical Engineering, University of Toronto, Toronto, ON, 2014
- MS, Civil Engineering/Environmental, Sharif University of Technology, Iran, 2005
- BS, Civil Engineering, Sharif University of Technology, Iran, 2002
- Biological Process Design and Modelling, IHE DELFT University, Netherland, 2020
- Desalination, and Membrane Technology, IHE DELFT University, Netherland, 2021

Experience

16 years | 1 w/GHD

Qualifications/Registrations

- Civil Engineer, NV #031903
- Professional Engineer, ON #100198409, MB #46817
- Project Management Professional, Project Management Institute

Brief Biography

Azad Kavoosi has over 16 years of experience in multidisciplinary consulting and Original Equipment Manufacturer (OEM) companies as a project manager and process designer in the design, modelling, planning, and construction of wastewater/water treatment plants for municipal and industrial clients. He has solid experience in biological modelling of various industrial and municipal wastewater treatment and biosolid facility process. He led the process mechanical team for a design-build project for the City of the Winnipeg headwork facility with the peak capacity of 330 MG/d. Azad is experienced in open channel hydraulic. Within his last four years of experience, Azad managed multiple municipal WWTP upgrade projects with the capital cost of more than $150 million for various clients, including Region of Niagara, City of Toronto, Town of Bradford, and Town of Innisfil. He is well familiar with project delivery, contracts preparation, procurement, and Tender Service Requirement.

Project Experience

American Canyon Water Reclamation Facility (WRF) Comprehensive Energy Upgrades

Senior Project Engineer | City of American Canyon | The City of American Canyon owns and operates the American Canyon WRF. GHD undertook an alternatives analysis and preliminary design of solids train treatment plant upgrades to accept and co-digest organic waste from various industrial contributors including food manufacturing waste, chocolate waste, winery waste and brewery waste at an average daily flow of 2.5 MGD municipal WTTP and process flow diagrams of 5.0 MGD. This upgrade reduces greenhouse gas emissions by generation of bioenergy via anaerobic digester biogas waste. Upgrades include an industrial waste tanker receival facility, anaerobic digestion, thickening, cogeneration, dewatering and side stream treatment. Assisting on developing the Basis of Design Report and Preliminary Design. Led the development of the P&ID drawings and providing guidance to instrumentation & control and electrical team. Led the development of the plant hydraulic profile calculations and drawings.

City of Oceanside San Luis Rey WRF Comprehensive Energy Upgrades

Senior Project Engineer | City of Oceanside | The City anticipates expanding its organics collection program to meet its landfill diversion goals and is investigating looking to utilize excess digestion capacity at the San Luis Rey WRF to treat diverted organics. GHD assessed a number of co-digestion and mono-digestion scenarios to treat these waste streams. This scope of this project includes construction of a new Imported waste receiving and storage, primary sludge thickening, sidestream treatment and upgrade the Digester No. 5, biosolids handling, and combined heat & power system. Assisting on developing the Basis of Design Report and Preliminary Design. Led the development of the PID drawings and providing guidance to instrumentation & control and Electrical team. Led the development of the plant hydraulic profile calculations and drawings.

Bradford Water Pollution Control Plant Submerged Membrane Tertiary Filtration, Ultraviolet (UV) Facilities, Fine Aeration, and Generator Upgrades

Project Manager | Town of Bradford | Bradford West Gwillimbur, ON | This project was defined with the purpose of the evaluation of the various tertiary filtration process technologies such as membrane filtration, enhanced settling process and media filtration. Based on the result of the preliminary evaluation, a complete submerged membrane system was selected and designed and commissioned for the Bradford Water Pollution Control Plant with the purpose of meeting the effluent Total Phosphorus (TP) of less than 0.08 mg/L with the peak capacity of 16.9 MG/d.

This process involves planning and oversizing a six-month submerged membrane pilot study with Suez (now Veolia). Pre-selection of the supplier of the technologies, and preliminary and detailed design, contractor pre-qualification, as well as Tender support and construction management were all part of the scope of this project. T

- Led the technology evaluation and discussion with the client to select the final alternative.
- Managed cost and schedule of various disciplines through the design process.
- Resourced planning and budget allocation to multidiscipline team through the project.
- Led the pre-selection, design, contractor pre- qualification, and procurement of a submerged ultrafiltration tertiary membrane filtration and generator upgrade.

Humber Treatment Plant Preliminary Treatment Improvement

Project Manager | City of Toronto | Toronto, ON | This project included modifications to the preliminary treatment of 125 MG/d capacity plant, specifically grit removal system, which will improve the operations of the systems and reduce the operations intervention to the current installation. The project included development of solutions and design to a number of upgrades, such as vortex grit recirculation system and analysis of grit removal system, as well as Supervisory Control and Data Acquisition (SCADA) programming upgrades. Scope of services included design and construction management.

- Managed cost and schedule of various disciplines through the design process.
- Monitored overall progress and use of resources and corrective action based on requirement.
- Managed project risks, including the development of contingency plans as required.
- Led the design team for various delivery of the project during the design and construction.

Lakeshore WWTP Upgrade

Project Manager| Senior Process Engineer | InnServices Utilities Inc.| Innisfil, ON | Lakeshore WWTP upgrade includes two-phased upgrade for an extended aeration and Biological Nutrient Removal (BNR) system with tertiary membrane for TP removal in the town of Innisfil and to meet the very stringent effluent TP of 0.035 mg/L.

Work includes a flow and peak study/estimation based on historical data and population growth, wastewater quality projection for phase III and IV of the expansion, biological process design and modeling of the 6.6 MG/d WWTP (peak capacity of 13.7 MG/d) extended aeration system in Phase III and BNR system with

the capacity of 10.6 MG/d in Phase IV of expansion including upgrade to the outfall pipe.

- Led the biological modeling (GPS-X), hydraulic design, and design of a biological nutrients removal treatment plant.
- Managed cost and schedule of various disciplines through the design process. Resource planning.

Ulysses Fandino PE, PACP

Project Manager



Qualifications/Registrations

- MS, Civil Engineering, California State University, Long Beach, CA, 2001
- BS, Civil Engineering, California State Polytechnic University, Pomona, CA, 1998
- Civil Engineer, CA #64558

Experience

23 years | 8 w/GHD

Brief Biography

Ulysses is a registered civil engineer with more than 23 years of total experience as project manager and project engineer in planning, design, and construction of sanitary sewer, water pipeline, and tunneling projects. His work has entailed master planning and condition assessment of gravity sewers, pressure sewers, and storm drains; design of sewer, potable water, and recycled water pipelines; trenchless design of water and sewer pipelines via horizontal auger boring, microtunneling, and horizontal directional drilling; sanitary sewer rehabilitation; flow bypassing; pump station rehabilitation; wet and dry utility relocation; potholing utilities; and permitting. He is well-versed in preparing studies with capital improvements and financial implementation plans. He has served numerous municipal and federal clients throughout the State of California and the State of Arizona.

Project Experience

Otay 1st and 2nd Pipelines West of Highland Avenue

Project Manager | City of San Diego Public Works Department | San Diego, CA | This water transmission pipeline replacement project for the City of San Diego replaces five miles of 16- inch through 42-inch water transmission pipelines and approximately 2.3 miles of 8-12-inch water distribution mains. The project includes a new Pressure Reducing Valves (PRV) station and a new control valve station at the University Heights Reservoir. The project also includes Caltrans permitting for three trenchless 60-inch tunnel crossings of the I-805 freeway. The project will overlay streets with new Asphalt Concrete (AC) pavement, replace approximately 140 new Americans with Disabilities Act (ADA) curb ramps and upgrade accessible parking along several neighborhood streets.

Potable and Recycled Pipeline Replacements at I-5 and Oso Creek

Project Manager | Moulton Niguel Water District | South Orange County, CA | Designed a new 21-inch Potable Water (PW) main and a new 30 inch Recycle Water (RW) main bundled together inside a 72-inch steel casing under the Caltrans I 5 freeway bridge over Oso Creek utilizing trenchless microtunneling installation methods. As part of the replacement of the PW main pipeline, an additional microtunnel bore was designed for a 12-inch PW pipeline inside a 30-inch steel casing under Oso Creek within the Mission Viejo Country Club golf course to connect to the existing PW pipelines at the golf course. Additionally, a new 15-inch Sanitary Sewer pipeline was evaluated for crossing under the I 5 Freeway and the adjacent La Paz Creek using microtunneling. Biological, archaeological, and tribal surveys and field investigations were completed for California Water Act (CWA) 401 and CWA 404 permitting and to develop California Environmental Quality Act (CEQA) environmental documentation including the Initial Study/Mitigated Negative Declaration (IS/MND). Engineering support was provided during bidding and construction, and included addressing bidders' questions, preparing one bid addendum, reviewing contractor's bids, attending construction progress meetings, performing site inspections, revising bid drawings, and reviewing and responding to construction change orders, RFI's, and submittals.

Newport Coast Sewer Lift Station Rehabilitation

Project Manager | Irvine Ranch Water District | Newport Beach, CA | Served as Project Manager for the complete rehabilitation design of a 500-gpm regional sewer lift station that includes the recoating of the wet well, new CIPP lining for the 12-inch Ductile Iron Pipe (DIP) sewer force, new wet well washer system, and sewer bypass pumping during the wet well and dry well rehabilitation. The dry well rehabilitation involves a new innovative discharge header that doubles back on itself, a new 30-foot-deep underground stairwell for improved ingress/egress to the dry well, and improved ventilation. The project also includes constructing a new Concrete Masonry Unit (CMU) block electrical building with new Programmable Logic Controller (PLC) and Motor Control Center (MCC) equipment, and a new chemical odor control system.

Project No. FE20-07, Santa Ana Trunk Rehabilitation at Plant No. 1

Project Manager | Orange County Sanitation District | Santa Ana, CA | Designing a Class IV structural rehabilitation liner for approximately 300 linear feet of the existing 48-inch Reinforced Concrete Pipe (RCP) gravity trunk sewer in Plant No.1 to address severe corrosion and exposed rebar inside the 48-inch RCP. Additionally, this project will repair the Polyvinyl Chloride (PVC) liner, manhole bench, and manhole channel for the associated upstream and downstream manholes. The project also includes a comprehensive preliminary design report with the recommended rehabilitation method based on a full evaluation of overall pros and cons of each method and other factors such as life expectancy, construction costs, construction impacts to the public, hydraulics, and constructability.

La Palma Avenue (west of East Street) Sanitary Sewer Improvements Project

Project Manager | City of Anaheim Public Works Department | Anaheim, CA | Served as Project Manager for the design of replacement sewers that addresses existing and build-out deficiencies for 1,600 linear feet of 12-inch and 15-inch sewer pipes along La Palma Avenue. The project consists of coordination and permitting with Southern California Regional Rail Authority for the installation of a 30-inch steel casing with an 18-inch carrier pipe by auger boring methods crossing under the existing railroad tracks. The preliminary design determined an alternative to divert flow and eliminate a majority of the deficiencies within the existing sewer. Specific tasks required for the sewer alignment analysis included construction cost opinion, field survey, potholing, geotechnical borings, temporary flow monitoring, and Closed-Circuit Television (CCTV) inspection.

Haven Avenue Regional Sewer System Repair

Quality Reviewer | Inland Empire Utilities Agency (IEUA) | Ontario, CA | Served as Quality Reviewer for trenchless rehabilitation of the over 50-year-old Cucamonga Trunk Sewer that is located in Haven Avenue between East Airport Drive and Mission Boulevard in the City of Ontario. The project consists of lining approximately 7,420 linear feet of 18- inch and 20-inch epoxy lined transite / Asbestos Cement (AC) piping and its related 19 sewer manholes. CCTV inspections performed by IEUA revealed that the epoxy liner has failed, subjecting the pipeline to sulfuric acid corrosion, which is leading to the deterioration of the internal pipe wall. Various sewer rehabilitation methods were evaluated, including Cured-in-Place Pipe (CIPP) and spiral wound lining to recommend a suitable structural rehabilitation method for the trunk sewer.

West Anaheim Master Plan of Sanitary Sewers and East Anaheim Master Plan of Sanitary Sewers

Project Manager | City of Anaheim Public Works Department | Anaheim, CA | Prepared two separate master plan updates for the West Anaheim Area and East Anaheim Area sewer systems. The project involves wet weather flow monitoring, using Innovyze H2O Map hydraulic modeling and Esri ArcGIS software to identify sewer lines requiring rehabilitation and/or replacement, determining sewer capacity impacts due to permitted affordable dwelling units, preparing cost estimates for sewer lines needing improvements for the existing and build out land use conditions, and determining the financial plan for obtaining the funding sources on building the proposed sewer improvements.

Timothy Joyce PE, PACP, MACP, LACP

Project Manager



Qualifications/Registrations

- BS, Civil Engineering, University of Connecticut, Mansfield, CT, 1990
- Civil Engineer, CA #51596
- Pipeline Assessment and Certification Program (PACP), National Association of Sewer Service Companies (NASSCO), 2019
- Manhole Assessment and Certification Program (MACP), NASSCO, 2019
- Lateral Assessment and Certification Program (LACP), NASSCO, 2019

Experience

30 years | 2 w/GHD

Brief Biography

Timothy Joyce has more than 30 years of experience in the planning, conceptual design, detailed design, and construction management of pipelines, pump stations, diversions, and other miscellaneous civil infrastructure projects throughout Southern California. These projects consist of both new construction and rehabilitation projects with engineering fees ranging from $10,000 to $4 million. He has a proven ability to communicate well with clients, ensuring project goals are met. He is then able to act on client information and lead design teams to prepare cost effective solutions that provide both maintainability and a long service life. In addition to leading design teams, Tim also provides QA/QC reviews and input on constructability for other projects. Along with large projects, he has supported numerous smaller design projects and engineering studies under on-call contracts for Los Angeles County Sanitation Districts, Moulton Niguel Water District, South Orange County Wastewater Authority, the City of Santa Ana, the City of Huntington Beach, and the City of Los Angeles' Bureaus of Engineering and Sanitation, and Caltrans.

Project Experience

Los Angeles Bureau of Sanitation Task Order Solicitation (TOS) SN 89 Sewer Advanced Planning Services

Project Manager | Los Angeles Bureau of Sanitation | Los Angeles, CA | Served as Project Manager supporting the City of Los Angeles, Bureau of Sanitation Wastewater Engineering Services Division, on technical matters and projects including field investigations, sewer capacity studies, Closed-Circuit Television (CCTV) inspections, sewer master plans, planning studies, concept reports, graphics preparation, and staffing/administrative tasks.

Balboa Trunk Sewer Rehabilitation

Project Manager Orange County Sanitation District | Newport Beach, CA | Served as Project Manager for a project that rehabilitated approximately 12,500 linear feet of 15-inch to 30-inch sewer located along the congested Newport Boulevard. The project entailed NASSCO pipeline and manhole inspections and condition assessments; CIPP rehabilitation design; manhole rehabilitation design; hydraulic analyses; sewer bypass design; traffic control design; community outreach; and design support during construction.

Regional Lift Station Force Main Replacement

Senior Engineer | Moulton Niguel Water District (MNWD) | Moulton Niguel, CA | Senior Engineer providing engineering services for the replacement of approximately 15,000 linear feet of 20- inch and 24-inch Techite sewer force main with Laguna Niguel Regional Park. The replacement force main consists of dual 24-inch pipeline approximately 8,000 feet length and will be constructed with Laguna Niguel Regional Park. Scope of services include preliminary design, final design, and construction phase services. Consulted on overall design for the project.

Regional Lift Station Enhancements

Senior Engineer | Moulton Niguel Water District | Moulton Niguel, CA | Served as Senior Engineer providing engineering services for a new back-up pumping system to the existing lift station with a wide-ranging flow rate from a typical daily peak of 7,200 gpm and a maximum wet weather peak of 15,500 gpm. The design included evaluating various pump capacities and performance curves with the system head curve with the intent to have an independently powered backup pumping system that will engage during scheduled maintenance or emergency conditions. Also, the

design provided additional emergency wet well storage in the form of a pre-cast concrete structure adjacent to the existing sewer manhole. Tim consulted on overall design for the project

JB Latham Treatment Plant Digester 4 Rehabilitation

Project Manager | South Orange County Wastewater Authority | Dana Point, CA | Served as Project Manager for the preliminary design; final design plans and specifications; and construction support services for this project. Digester 4 is an anaerobic digester consisting of cast-in-place concrete walls with a diameter of 45 feet and a steel truss roof. Key attributes of this project include:

- Condition assessment, including structural inspections and evaluations
- Rehabilitation methods selected included concrete and structural steel repairs, interior and exterior coatings, gas piping and valve replacement, sludge line, and miscellaneous valve replacements
- Enhancement to operations and maintenance included new level sensors and improved maintenance access points; due to the corrosive environment, special consideration was given to protective coatings and material selection

Warner Industrial Park Water

Senior Engineer | City of Santa Ana | Santa Ana, CA | Served as Senior Engineer for preliminary design, final design plans and specifications, and construction support services for the Warner Industrial Community Water Improvement project. The final project consisted of replacing approximately 5,000 feet of cast iron water mains with PVC and ductile iron pipelines. The project also entailed replacement of services (to meet current standards), air/vac release valve, blowoffs, and valves.

Yorktown Pipeline Rehabilitation

Project Manager | City of Huntington Beach | Huntington Beach, CA | Served as Project Manager for the design and construction support for a project to rehabilitate approximately 3.0 miles of 30-inch diameter steel water transmission pipeline including valve replacements, blowoff replacements, air/vac release valve replacements, the addition of cathodic protection system, traffic control, and appurtenant civil work.

Albion Riverside Park Project

Senior Project QA/QC Reviewer | City of Los Angeles Bureau of Engineering | Los Angeles, CA | Served as Senior Project QA/QC Reviewer for a project, located adjacent to the Los Angeles River, involves transforming a six-acre site, previously used for dairy warehousing and distribution, into a riverfront park and recreational facility that will benefit nearby disadvantaged low-income neighborhoods. In addition, the City is using the redeveloped property to increase the current capacity for managing storm water runoff. This important water quality project is part of the City's overall efforts through the Proposition O Bond Program to improve water quality and reduce pollutant loads that are currently being conveyed to the rivers, lakes, and oceans within the greater Los Angeles area.

Huntington Beach Downtown Cast Iron Pipeline Replacement

Project Manager | City of Huntington Beach | Huntington Beach, CA | Served as Project Manager for the design of the replacement of approximately 2,400 linear feet of cast iron water mains with new PVC pipelines. The project entailed valve replacements, meter replacements, alley reconstruction, and appurtenant civil work.

City of Huntington Beach Asbestos Cement Pipeline Replacement

Project Manager | City of Huntington Beach | Huntington Beach, CA | Served as Project Manager for the design of the replacement of approximately 1,200 LF of AC pipe water mains with new PVC pipelines. The project entailed valve replacements, meter replacements, alley reconstruction, and appurtenant civil work.

Coenraad Pretorius PE

Technical Advisor



Qualifications/Registrations

- BS, Chemical Engineering, University of Stellenbosch, South Africa, 1993
- BS (Honors), Microbiology, University of Cape Town, South Africa, 1990
- BS, Genetics and Biochemistry, University of Stellenbosch, South Africa, 1989
- Civil Engineer, CA #63203

Experience

29 years | 6 w/GHD

Brief Biography

Coenraad is GHD's service line leader for wastewater treatment and recycling in North America. He has 29 years of experience in process design for water and wastewater treatment. His experience includes biological nutrient removal, secondary treatment design, capacity rating, process modeling and oxygen transfer, as well as grit removal. Recently he has focused on process control and energy saving strategies, including optimization of mixing and aeration in aeration basins, as well as mixing in anaerobic digesters. In South Africa, Coenraad also worked on low maintenance systems (including pond systems), industrial effluent treatment, acid mine drainage, and treatment of potable water. Coenraad is also a chapter co-author for the Guidelines for Grit Sampling and Characterization (2016) and Design of Water Resource Recovery Facilities, MOP 8, 6th Edition (2017).

Project Experience

IEUA On-Call Master Engineering Services Contract

Process Specialist | Inland Empire Utilities Agency | Chino, CA | GHD is providing engineering services in support of IEUA's water and wastewater programs on an on-call basis for a three year period. GHD is performing the task orders in accordance with IEUA's Engineering Design Guidelines, which were also created by GHD. The scope of the task orders encompasses the preparation of design, plans, specifications, cost estimates, and contract documents for capital projects including electrical/instrumentation, process controls, structural design, sewer improvements, water and recycled water improvements and wastewater improvements, constructability reviews, as well as asset management.

Moulton Niguel Water District Plant 3A

Process Specialist | Moulton Niguel Water District | Aliso Viejo, CA | Oversaw process modeling to determine: 1) the capacity of the existing facilities, 2) additional process units required to treat a flow of 6 mgd to meet existing effluent standards, 3) additional process units required to treat a flow of 6 mgd to meet an effluent Total Nitrogen (TN) concentration of 10 mg/L, and 4) process units required to treat a flow of 6 mgd to meet an effluent TN limit of 10 mg/L using a MBR process. As part of the project additional sampling was performed and it was determined that the influent has a very low soluble substrate concentration, so that an abnormally large anoxic fraction would be required to reliably meet the effluent TN limits. It was also shown that the primary clarifiers occasionally achieved abnormally high removal efficiencies, which further added to the challenge of meeting effluent TN limits.

Investigator Plant 1 Sludge Process

Process Specialist | Orange County Sanitation District (OC San) | Orange County, CA | Investigated the potential benefits and savings that could be achieved by producing thicker primary sludge at Plant No. 1 for the OC San. To maintain OC San's target hydraulic retention time of 15 days in the digesters it was necessary to either construct more digester volume or produce thicker primary sludge. As a result, OC San decided to pursue a centrifuge thickener project that had the ability to co-thicken primary sludge with waste activated sludge. This led OC San to review the primary sludge concentration data at Plant #1. It was discovered that the rectangular primary clarifiers could not match the older circular primaries as far as primary sludge concentration was concerned. OC San commissioned a project to investigate the cause for the lower primary sludge concentrations from the rectangular primaries, as well as the overall impact on the facility if the primary sludge concentration achieved in the circular primaries could be matched in the rectangular units. A process model was created, and process outputs were used as inputs to an operations cost model. It was shown that significant savings are possible if the circular unit concentration could be matched and external primary sludge thickening in centrifuges could be avoided.

It was concluded that part of the reason for the lower sludge concentrations from the rectangular units were due to the design of the sludge hoppers. Due to the complexity of implementing changes to these hoppers, the project did not proceed, and centrifuge co-thickening of primary sludge was implemented.

Aerated Grit Basin Performance Study - Plant 1

Process Engineer | Orange County Sanitation District | Orange County, CA | Participated in a study to evaluate aerated grit basin performance. Advised the project team on grit terminal settling velocity and how it would be affected by coating with organic matter.

Orange County Sanitation District Rate Study

Process Engineer | Orange County Sanitation District | Orange County, CA | Provided a rate study to determine the proper charge the Orange County Sanitation District should use for the biosolids that Irvine Ranch Water District, California sends to its facilities. A simplified plant mass balance was developed for the Irvine Ranch facility to allow the client to estimate solids quantities based on the available plant data and projected future flows and loads.

Carbon Canyon Water Recycling Facility Asset Management and Improvements

Process Engineer | Inland Empire Utilities Agency (IEUA) | Chino, CA | Developed a calibrated process model of the facility and served as a process specialist for the evaluation of different alternatives for modifying the aeration basins and upgrading the aeration system. For each alternative, the impact on effluent quality was evaluated, as well as the life cycle cost. The selected alternative is under design and will create a consistent configuration in all aeration basins, replace the existing blowers with turbo blowers, upgrade the existing tube diffusers, expand the aeration control system to include ammonia- based aeration control and improve sludge settling characteristics, while maintaining low effluent total inorganic nitrogen levels.

City of Los Angeles Hyperion Treatment Plant

Process Specialist | City of Los Angeles Department of Public Works | Los Angeles, CA | Served as Process Specialist for an evaluation of options to reduce ammonia-nitrogen concentrations in the secondary effluent of the Hyperion Treatment Plant for the City of Los Angeles. The project included consideration of the routing of recycle streams, recycle treatment, conversion of oxygen reactors to nitrifying air activated sludge, and partial nitrification in the existing oxygen reactors. For all options, the expected impact on effluent quality was determined for ocean discharge and West Basin Municipal Water District reuse.

Model of Unit 1 Primary Clarifier and Surrounding Circular Aeration Basin

Process Specialist | City of San Bernardino | San Bernardino, CA | Created a model of the Unit 1 primary clarifier and surrounding circular aeration basin for the City of San Bernardino. Identified the required feed points, treatment capacity, and optimal operation with any two adjacent zones (out of a total of 10) out of service. The secondary treatment system is also being converted to nitrogen removal.

Eastern Municipal Water District Expansion Projects

Process Engineer | Eastern Municipal Water District | California | Served as Process Engineer on these projects which included expansion of the San Jacinto Regional Water Reclamation Facility to 14 mgd, expansion of the Moreno Valley Regional Water Reclamation Facility to 18 mgd, and expansion of the Perris Valley Regional Water Reclamation Facility to 22 mgd. These projects typically include modifications of existing aeration basins to achieve nitrogen removal, optimization of the use of existing process units in future treatment configurations, integration between new and existing process units, evaluation of new solids handling technologies and their effect on secondary treatment, and comparison of new technologies with existing equipment. The Perris Valley project included providing temporary fine-bubble aeration to an operating oxidation ditch without taking the ditch out of service in order to ensure that interim flow increases could be treated until the new plant is put in service.

Hector Ruiz PE

Technical Advisor



Qualifications/Registrations

- MS, Civil and Environmental Engineering and Science, Stanford University, Stanford, CA, 1992
- BS, Civil Engineering, California State Polytechnic University, Pomona, CA, 1990
- Civil Engineer, CA #55245

Experience

34 years | 5 w/GHD

Brief Biography

Hector has more than 34 years of experience in utility management and engineering, including planning, design, construction, and operation of improvements and upgrades to water/wastewater/stormwater systems. Hector's experience with utility management includes working side-by-side with engineering, planning, legal counsel, finance, maintenance, and operations personnel on business workflows, processes, implementing Computerized Maintenance Management Systems (CMMS), developing condition assessment protocols, developing Asset Management (AM) Plans, conducting business case evaluations, and developing short-term and long-term investment profiles. Hector's experience in the public sector includes the oversight and management of water and wastewater treatment personnel and facilities for a public agency in Orange County, California where he served as District Engineer and General Manager (2005-2018). Hector brings his experience from the public sector of having worked for many years with regulators, engineers, operators, and maintenance technicians in effectively managing an agency's operation, finances, security, and infrastructure and as such, understands the value of utility management from an owner's perspective.

Project Experience

IEUA On-Call Master Engineering Services Contract

Technical Advisor | Inland Empire Utilities Agency | Chino, CA | GHD is providing engineering services in support of IEUA's water and wastewater programs on an on-call basis for a three year period. GHD is performing the task orders in accordance with IEUA's Engineering Design Guidelines, which were also created by GHD. The scope of the task orders encompasses the preparation of design, plans, specifications, cost estimates, and contract documents for capital projects including electrical/instrumentation, process controls, structural design, sewer improvements, water and recycled water improvements and wastewater improvements, constructability reviews, as well as asset management.

Specifically, Hector has worked on the following asset management tasks:

- Regional Plant 4 Asset Register Accuracy and Hierarchy
- Condition Assessment Master Plan
- Business Case Evaluations (Above Grade Storage and Solids Handling Facility)
- Regional Plant 4 Risk Framework Development and Asset Criticality

Enterprise AM Strategy Initiatives, and Program Development

AM Advisor | Inland Empire Utilities Agency (IEUA) | Chino, CA | Served as AM Advisor for the development of the IEUA Enterprise AM Strategy. A Gap Assessment was conducted by GHD in following with ISO 55001 guidelines that included facilitating workshops and working closely with IEUA's engineering, O&M, business services, and CMMS staff in development of an overall AM strategy. In conducting the Gap Assessment, GHD facilitated several workshops on various topics and areas of practice in AM including data management, information technology, maintenance management, condition assessments, AM policy, and AM governance. IEUA has begun implementing various initiatives identified in the AM strategy, including an AM policy, AM governance, spare parts strategy, AM ready specifications, and the maintenance optimization of its collection system.

Metropolitan Water District of Southern California On-Call AM Services

Project Manager | Metropolitan Water District of Southern California | Southern California | Served as Project Manager for providing as-needed AM planning services to the Metropolitan Water District of Southern California. GHD has been working

with Metropolitan as an advisor with a focus on facilitating workshops and performing reviews for the continued development of Metropolitan's AM program. GHD worked closely with Metropolitan's engineering, operations, maintenance, and AM staff in development of a Strategic AM Plan and in identifying leading best practices in AM. GHD facilitated several workshops (on-site and online) on various topics and areas of practice in AM including data management, information technology, maintenance management, assessing Gaps, condition assessments, and review of asset hierarchy and register development.

Specific Tasks for Development of a Comprehensive AM Plan

Project Manager | Elsinore Valley Municipal Water District (EVMWD) | Elsinore, CA | Served as Project Manager for the EVMWD Development of a Comprehensive AM Plan. GHD worked closely with the EVMWD to implement leading best practices in AM, specifically preparing risk prioritization plans and asset categorization registers for linear and representative vertical assets. Utilizing data from Geographic Information System (GIS), CMMS software, and the collection system program, Granite, GHD worked with EVMWD to develop risk-based investment profiles for its water distribution system, gravity sewer system, and a representative lift station and water booster pump station. GHD worked with EVMWD to develop risk profiles that applied a rating system using CoF and PoF for use in preparation of capital replacement budgets (short-term and long-term investment profiles). GHD performed an assessment of EVMWD's CMMS system and developed a set of functional requirements for use in procurement of an upgraded or new CMMS system. Over the course of the project, GHD facilitated approximately twenty technical sessions or workshops with staff from planning, engineering, and O&M. From these sessions, valuable insight and direction from EVMWD staff was obtained and used to prepare a Roadmap that identified key AM initiatives and leading best practices for further development of EVMWD's AM Program.

AM, Risk & Resiliency Assessment (RRA) and CMMS

Project Manager | Water Facilities Authority | Upland, CA | GHD developed an asset register and condition assessment protocol for Operations and Maintenance (O&M) staff's assessment of assets for the 80mgd capacity Agua de Lejos Treatment Plant and transmission main system. The asset register is based on a hierarchy and will be used with the "To-Be" workflows developed in a new CMMS. GHD has been working closely with the Authority to develop condition assessment protocols and maintenance management strategy groups for use in the development of a Tactical AM Plan. The Tactical AM Plan will provide the Authority with long-term investment profiles for asset renewal and replacement and establishing reserves and a Capital Improvement Program (CIP) that relies less on age and more on true asset condition and risk. In addition, the Asset Register is serving a dual purpose for use in procuring a new CMMS. GHD identified improvements and recommendations to upgrade and replace a legacy CMMS. GHD conducted several on-site and online AM training sessions and workshops, including developing an asset register, condition assessment protocol, and Consequence of Failure (CoF) and Probability of Failure (PoF) criteria for preparation of representative capital replacement budgets. GHD also updated the Authority's RRA Plan in compliance with America's Water Infrastructure Act of 2018. Currently the Water Facilities Authority is in the process of implementing the various AM initiatives and best practices.

Desalination Facilities Evaluation and Exit Test

Project Manager | City of Santa Barbara | Santa Barbara, CA Project Manager for the asset evaluation and exit test of the City's 3 MGD Charles D. Meyer Seawater Desalination Plant In accordance with their agreement with the Design/Build/Operate (DBO) Contract with IDE. Hector has been working collaboratively with the City's staff and consultant and has a comprehensive understanding of the City's seawater desalination facility's assets, has developed an implementation plan for assessing their condition and the methodology for evaluating their performance and value to the City.

Collection System Condition Assessment and

Maintenance Optimization | Inland Empire Utilities Agency | Chino, CA | Served as Owner's Engineer and advisor for the development of the Inland Empire Utilities Agency's (IEUA) Collection System Condition Assessment and Maintenance Optimization Project. As the Owner's Engineer GHD worked with Engineering and Operations in reviewing its existing sewer condition assessment program and led the development of a scope of services, specifications, and preparation of the technical content of an RFP for conducting a condition assessment of IEUA's sewer system, optimizing its sewer cleaning and inspection program, and evaluating software needs for asset management. Work included scoping of sewer lift station and force mains for condition assessment, siphon condition assessments, and condition assessment of gravity mains ranging from 6" to 54".

Bill Roberts PE, BCEE, LSIT

Technical Advisor



Qualifications/Registrations

- BS, Civil Engineering, Pennsylvania State University, Centre County, PA, 1995
- Graduate, Leadership in Engineering Administration Program (LEAP), American Council of Engineering Companies Graduate
- Civil Engineer, AZ #35921, CA #77103, TX #105527, NM #19801, CO #0048624
- Board Certified Environmental Engineer, American Academy of Environmental Engineers & Scientists
- Land Surveyor-in-Training, AZ #08653

Experience

27 years | 14 w/GHD

Brief Biography

Bill joined GHD in 2010 and offers more than 26 years of planning, designing, and constructing water and wastewater improvements for municipalities and utilities. He has served as a project manager on more than 80 water and wastewater projects for Arizona municipalities since 2001, including Phoenix, Scottsdale, Peoria, Glendale, Mesa, Tolleson, and Surprise. Bill's project experience includes water models, sewer models, waterlines, sewer lines, water facility upgrades and modifications, Pressure Reducing Valves (PRV), lift station design and upgrades, and large diameter meter replacements.

Project Experience

City of Scottsdale Water/Wastewater On-Call Tasks Project Manager

City of Scottsdale | Scottsdale, AZ | Manages all of GHD's Scottsdale on call work. GHD has been providing on-call water and wastewater engineering design and post design services to the City of Scottsdale since 2006. Designs have included water meter replacements ranging from 3-30 inches in diameter; water storage tank assessment and rehabilitation for concrete and steel reservoirs ranging from 500,000 gallons to 5,000,000 gallons; BPS (BPS) replacements; waterline replacements; and sewer main replacements. Tasks under this on call contract include Water Storage Tank Assessment & Rehabilitation (Sites 7, 32, 42, 80, and 124); BPS Replacements (Sites 56, 57, 98C, and 116); Large Meter Replacements; Desert Mountain Water Main Replacement; and Drinkwater Sewer Replacement.

Water & Wastewater On-Call Engineering Services, Chaparral Water Treatment Plant (Combined Projects)

Project Manager | City of Scottsdale | Scottsdale, AZ | Served as Project Manager on more than a dozen on call task orders at the Chaparral WTP since 2011 and oversaw piping, pump, screen, blower, and process upgrades. Projects included a force main from the wash water recovery pump station to a sewer in Hayden Road; new rotating screens at the Arizona Canal; a 12-inch flush connection from the Motorola PCX 1 line; new membrane drain piping; backpulse piping; chemical pumps; and the review of existing yard piping and valves to determine the cause of damage to existing valves and piping.

New River Waterline Interconnections

Project Manager | City of Peoria | Peoria, AZ | Oversees all aspects of the project, including leading the design team and maintaining the project scope, schedule, and budget, and ensuring implementation of the GHD Quality Control System. GHD provided design services for two waterline interconnections to connect existing City and existing New River waterlines. The existing lines were connected approximately 300 feet from the intersections of Lake Pleasant Parkway and Beardsley Road (16-inch city waterline and 12-inch New River waterline), and 83rd Avenue and Deer Valley Road (16- inch city waterline and 12-inch New River waterline).

Water Main Replacement Program, Maricopa Freeway to Buckeye Road and 7th Avenue to Central Avenue (WS85509001)

Quality Control Manager City of Phoenix | Phoenix, AZ | Provided quality control review of all reports and construction documents to ensure that all Quality Assurance/Quality Control (QA/QC) procedures were followed. GHD provided design services for 27,781 linear feet of water main and 246 service replacements for aging small diameter galvanized iron, cast iron, and Class 100 AC

piping. A replacement water main was designed for Central Avenue, which is heavily congested with utilities. GHD worked with the City and utility reviewers to ensure adequate separation and that Phoenix design requirements were met while limiting the number of deflections required for installation. GHD also assisted the City in identifying additional aging infrastructure in the project area for future replacement.

Tartesso Water and Wastewater Improvements

Project Engineer | Private Developer | Buckeye, AZ | Served as the lead water engineer on the design of the Tartesso community, which included six well sites. The 5,000-acre project was planned and designed in five phases. Potable and raw water systems included multiple pressure zones. In support of the first phase, designed its Unit 1 water supply facility. The facility including two well sites, 9,000 gallons per minute (gpm) booster pumps, 2 mg storage reservoir, hydropneumatic tank, and onsite disinfection. In addition to the Unit 1 facility, designed a smaller water facility and well site at the Tartesso Water Reclamation Facility (WRF). Following these initial designs, designed an additional four well sites. Five of the wells were linked with a common raw water transmission system that could discharge to multiple water supply facilities. Each of these wells was designed with a discharge capacity of approximately 1,500 gpm.

Site 71 Odor Control System Design

Project Manager | City of Scottsdale | Scottsdale, AZ | 2016 | Managed the design team for this project in which GHD provided the design to add chemical injection to Site 71 to provide odor control for the nearby sewer system. The injection system was designed based on using Ferric Chloride as the odor control chemical. The new feed system included reuse of an existing 5,500-gallon tank, new concrete containment basin and eye wash, metering pump system, and piping and valves for discharge into the existing sewer system.

111th Avenue and Olive Avenue Lift Station

Project Manager | EPCOR Water (USA) Inc. | Sun City, AZ | Managed the design and construction team for this project in which GHD provided design and construction administration and inspection services to replace an existing lift station with a new lift station immediately adjacent to the existing site. GHD prepared a design report evaluating the existing system including wet well size, pump capacity, and force main velocities. The project included rerouting the sewer line; a new wet well; two submersible pumps; odor control unit; shade structure; piping relocation to eliminate confined space entry; grading and ground treatment; upgrades to perimeter walls and gates; and electrical and control systems upgrades.

Lift Station 56 Rehabilitation and Upgrades

Project Manager | City of Phoenix | Phoenix, AZ | 2017 (11125182) | Led the GHD team in providing design, permitting, and construction administration and inspection services to refurbish Lift Station 56 located at 11 W. Liberty Lane. The on-site piping improvements included removal of valves and flowmeter in confined spaces, a new above grade discharge assembly, dual flowmeter assemblies, and connection for future installation of a redundant force main. GHD also coordinated with the JOC contractor, local utilities, Phoenix Water and Building Depts., and Maricopa County Environmental Services Department.

City of Scottsdale Wastewater Modeling & Analysis

Project Manager | City of Scottsdale | Scottsdale, AZ | Served as part of a team that updated the Scottsdale wastewater model to reflect recent billing data and flow metering results, as well as updated development plans and projections. The model utilizes dry and wet weather steady state and extended period scenarios and will be used to identify current and future capacity challenges within the system. Deliverables included recommending system improvements, a report documenting the project's efforts, and a user's guide for the model.

Appendix D

Insurance Certificate

→ The Power of Commitment

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2023

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Allied World Assurance Company US Inc — 19489 INSURER B: Zurich American Insurance Company — 16535 INSURER C: Beazley Insurance Company Inc — 37540 INSURER D: Lloyd's Syndicate 2623 (Beazley Furlong Li — C2166 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W31127295 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	0310-4497	12/01/2023	12/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X Coll Ded: $500 Comp Ded: $250	Y	Y	BAP 3757423-08	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Physical Damag	$ 1,000,000 $ $ $ $ 100,000.00
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	0310-4498	12/01/2023	12/01/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 0380936-08	07/01/2023	07/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			V29594230501	12/01/2023	12/01/2024	Each Claim: Aggregate:	$2,000,000 $2,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

To Whom It May Concern-GHD Inc-2M

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julia M Powers

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SR ID: 24980998 BATCH: 3218769

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella/Excess Liability Follows Form over General Liability, Auto Liability and Employer's Liability.

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability where required by contract or agreement.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella/Excess Liability where required by contract or agreement and Workers Compensation where required by written contract, agreement or permit where permissible by law or statute.

INSURER AFFORDING COVERAGE: Lloyd's Syndicate 2623 (Beazley Furlong Limited) NAIC#: C2166

POLICY NUMBER: W29657230501 EFF DATE: 12/01/2023 EXP DATE: 12/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Occurrence:	$2,000,000
	Aggregate:	$2,000,000

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SR ID: 24980998 BATCH: 3218769 CERT: W31127295

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-08	07/01/2023	07/01/2024	07/01/2023		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos:**

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

   Include, as soon as practicable:

   (1) How, when and where the "accident" or "loss" occurred, and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

   (2) The "insured's" name and address; and

   (3) To the extent possible, the names and addresses of any injured persons and witnesses.

   If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

© 1983 National Council on Compensation Insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: **Where required by written contract**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Where required by written contract**
Location And Description of Completed Operations: **Where required by written contract**
Additional Premium: **N/A**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2000

POLICY NUMBER: 0310-4497 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

Appendix E

Business License

→ The Power of Commitment


→ ghd.com

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Design Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

→ 8. Hourly Rate Schedule

Please see GHD's rates below. Subcontractor rates are located in ***Appendix C***.

Rate Schedule

Class Code	Labor Category / Title		Rate
A001-A003	Senior Technical Director 1-3	Principal-in-Charge / QA/QC Manager / Senior Project Manager	$295-$345
A004-A005	Technical Director 1-2	Project Manager / Senior Project Engineer	$250-$270
A006-A007	Senior Professional 1-2	Senior Engineer / Project Engineer / Hydrogeologist / GIS Technician	$210-$225
A008-A010	Professional 1-3	Staff Engineer / Design Engineeer / Hydrogeologist / GIS Technician	$150-$200
A011	Intern	Engineering / Planning Intern	$140
B006-B007	Design Technician 1-2	Senior CAD Technician	$190-$205
B008-B011	Drafting/Design 1-4	CAD Technician	$135-185
C005-C006	Admin Officer 1-2	Project Administration	$130-$140
D008-D010	Project Support 4-6	Project Support	$95-$165

Notes:

1. Rates are for employees of GHD companies.
2. An admininstration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. This will be charged at an hourly rate of $6.50.
3. All travel cost will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agreed markup unless a per diem rate is negotiated.
4. All other project related disbursements, expenses, and subcontractor costs will be invoiced with a markup of 15%.
5. Rate schedule is subject to a 3% annual increase.
6. Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. Personal vehicle mileage rates will be charged in accordance with government standard rates.

CALVADA
SURVEYING INC

Prevailing Wage Rate Schedule (2023)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage)*	Hour	$365.00
Round Trip Travel Time & Costs	Hour	$155.00
Office Support		
Principal	Hour	$260.00
Director Surveying/Professional Land Surveyor	Hour	$220.00
Senior Project Manager	Hour	$185.00
Project Surveyor	Hour	$170.00
GPS Post Processing	Hour	$160.00
Survey Technician	Hour	$155.00
Drafting/AutoCAD Technician	Hour	$120.00
Accounting / Clerical	Hour	$85.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$450.00
Transportation (per 2023 IRS Mileage Rate)	Mile	$0.655
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

The hourly rate increase 3% per year to cover cost of living. Also a 10% mark-up will be added to any sub-consultants utilized to cover project management and administration costs. Hourly rates good for 2023.

*4 or 8 Hour Minimum

Armando D. DuPont, PLS 7780

Los Angeles 411 Jenks Circle, Suite 205, Corona, CA 92880 Phone (951) 280-9960 Fax (951) 280-9746

BELOW
SUBSURFACE IMAGING
An RMA Company

Service	PW Rate	Standard Rate
Land Survey		
Licensed Land Surveyor	$ 260.00	$ 260.00
Ground Penetrating Radar		
GPR | Certified Supervising Technician	$ 195.00	$ 180.00
GPR | Trained Certified Assistant Technician	$ 180.00	$ 160.00
Travel Time | Mobilization technician plus equipment	$ 175.00	$ 170.00
Travel Time | Mobilization crew plus equip	$ 255.00	$ 230.00
Utility Locating - Electromagnetic Locator		
Locating | Certified Supervising Technician	$ 195.00	$ 180.00
Locating | Trained Certified Assistant Technician	$ 180.00	$ 160.00
Travel Time | Mobilization technician plus equipment	$ 175.00	$ 170.00
Travel Time | Mobilization crew plus equipment	$ 255.00	$ 230.00
Mapping		
Mapping | Supervising Tech	$ 230.00	$ 215.00
Drafting | In-house drafting in AutoCAD	$ 150.00	$ 150.00
Manhole Dip | Record depth from rim of manhole to invert of pipe	$ 250.00	$ 250.00
Travel Time | Mobilization technician plus equipment	$ 175.00	$ 170.00
Travel Time | Mobilization crew plus equipment	$ 255.00	$ 210.00
CCTV Pipe Inspection		
CCTV Robotic Camera Pipe Inspection | For lines greater than 8 inches, includes locating and video	$ 395.00	$ 365.00
CCTV Push Camera Pipe Inspection | For lines smaller than 8 inches, includes locating and video	$ 370.00	$ 330.00
CCTV Report	$ 500.00	$ 500.00
CCTV Lateral Locating | Remote camera launch, includes locating and video for one lateral	$ 75.00	$ 75.00
Water Jetting | Trailer mounted unit, jetting to clear blocked lines up to 8 inches in diameter	Request Quote	Request Quote
Water Jetting | Pipe cleaning utilizing vac-truck	Request Quote	Request Quote
Travel Time | Mobilization technician plus equipment	$ 175.00	$ 170.00
Travel Time | Mobilization crew plus equipment	$ 255.00	$ 230.00
Potholing		
Standard Pothole 1' x 1' x 0' - 5' deep	$ 660.00	$ 585.00
Pothole 1' x 1' x 5'-10' deep	$ 685.00	$ 625.00
Pothole 1' x 1' x 10' - 15' deep	$ 895.00	$ 835.00
Pothole 1' x 1' x 15' - 20' deep	$ 1,500.00	$ 1,500.00
Pothole 1' x 1' x 20' - 25' deep	Request Quote	Request Quote
Traffic Control | Basic 0 - 25 MPH	$ 950.00	$950.00
Traffic Control | Standard 25 - 55 MPH	$ 1,500.00	$1,500.00
Traffic Control | Extensive	$ 1,750.00	$1,750.00
Traffic Control | Half day..|..25-55 MPH	$ 750.00	$675.00
Traffic Control Plans | Standard Plans	$ 1,250.00	$1,250.00
Traffic Control Plans | Engineered Stamped Plans	$ 1,500.00	$1,500.00
Flagman	$ 180.00	$155.00
Potholing Hourly Crew | Includes surface breaking, sand backfill, and permanent cold patch repair	$ 595.00	$560.00
Potholing Hourly Single Tech | Includes vac-truck, no surface breaking, backfill, or patching	$ 385.00	$370.00
Keyhole Coring | Includes utilibond	$ 250.00	$250.00
Dump Fee | Removal of excavated spoils and dumping of mat (Daily or every 5 PHs)	$ 950.00	$950.00
Hot Patching | Standard 2' x 2' area	$ 300.00	$ 300.00
Aquaphalt	Request Quote	Request Quote
Slurry Backfill | Every 5ft	$ 150.00	$150.00
Pothole Report | Drafting time to generate PDF	$ 550.00	$550.00
Travel Time | Mobilization technician plus equipment	$ 275.00	$250.00
Travel Time | Mobilization crew plus equipment	$ 295.00	$275.00
Additional Fees		
Administration (6 hour minimum with a 4 hour increase every additional week)	$95.00	$95.00
Project Management/ Coordinaton (6 hour minimum with an hour increase every additional week)	$95.00	$95.00
Per Diem | Per technician	$295.00	$295.00
Permit Costs | 3rd party	Request Quote	Request Quote

* 15% Overtime charges applies to all services for Holiday, Saturday work and off hours 6:00 pm - 6:00 am
* 20% Overtime charges applies to all services for Sunday work
* All services will be billed within the 4 & 8 hour minimum

CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Geotechnical Personnel

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2026.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$85
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	90
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	90
Coring Technician	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	85
Senior Soils Technician	95
Sample Pick-Up	60

Professional Services (field and office)

Staff Professional	$145
Senior Staff Professional	155
Project Professional	165
Project Manager	175
Senior Professional	175
Principal Professional	225
Principal/Consultant	235

Laboratory Testing

Laboratory Technician (See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$100

Office Support

Clerical/Word Processing	$90
Drafting	90
CAD Operator/Drafting Manager	95

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

TERMS AND SCHEDULE OF FEES AND CHARGES

HARPER & ASSOCIATES ENGINEERING, INC. services are furnished on the basis of the below listed schedule of fees and charges. Rates will be increased at a maximum of 3% per year for continuation of contract for subsequent years.

FEES:

• Principal Engineer	$235.00 per hour
• Expert Witness/Deposition	$270.00 per hour
• Registered Corrosion Engineer	$210.00 per hour
• Registered Structural Engineer	$210.00 per hour
• Project Manager	$205.00 per hour
• Engineer	$190.00 per hour
• Engineering Technician	$125.00 per hour
• Engineering Aide	$100.00 per hour
• Structural Inspector	$130.00 per hour
• Coating/Paint Inspector	$98.00 per hour
• Draftsperson (CADD)	$125.00 per hour
• Dive Team	$365.00 per hour
• Clerical	$70.00 per hour

Travel time is chargeable at the above rates. Overtime for non-professionals, when authorized, shall be charged at 1-1/2X and 2X, based on specific time schedule under which work is performed. If project is located out of area, food and lodging will be charged as noted below.

EQUIPMENT AND MISCELLANEOUS CHARGES

The above charges include instruments commonly used in corrosion and related testing. However, specialized instrumentation and test equipment and facilities may require an additional charge.

These and miscellaneous charges are computed at cost plus fifteen percent. Examples of such charges include, but are not limited to, food, lodging, outside consultants, public transportation, rental equipment, special permits and fees, reproduction, special insurance, etc.

Passenger cars and pickup trucks are chargeable at $.65 per mile when authorized.

SCHEDULE OF FEES

HELIX Environmental Planning

CONSULTING SERVICES

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates.

DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at $25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt.

PROFESSIONAL RATES

Current hourly rates for consulting services:

Principal	$290-310
Principal Planner	$240-300
Principal Regulatory Specialist	$240-300
Principal Biologist	$235-300
Principal Acoustician	$215-225
Principal Landscape Architect	$190-210
Principal Cultural Resources Specialist	$200-220
Safety Manager	$215-225
Senior Noise/Air Quality Specialist	$195-230
Senior Project Manager I-III	$165-230
Senior Env Planner	$150-170
Senior Scientist	$160-210
Senior Regulatory Specialist	$160-170
Project Manager I-III	$135-185
Assistant Project Manager	$100-145
Regulatory Specialist	$110-160
Environmental Compliance Specialist	$190-210
Environmental Planner I-III	$105-135
Biologist I-V	$100-170
Noise/Air Quality Specialist	$135-155
Environmental Compliance Specialist	$85-125
Senior Archaeologist	$125-170
Senior Architectural Historian	$165-175
Senior Archaeology Field Director	$135-145
Archaeology Field Director	$125-135
Asst. Archaeology Field Director	$95-115
Architectural Historian	$120-155
Staff Archaeologist	$90-135
Principal Landscape Architect	$160-230
Project Landscape Architect	$130-160
Landscape Planner I-III	$110-120
Landscape Designer	$105-110
Senior GIS Specialist	$160-190
GIS Specialist I-III	$115-150
Graphics	$115-125
Technical Editor	$110-125
Operations Manager	$100-140
Word Processor I-III	$90-100
Clerical	$75-85

Rates are subject to change on a yearly basis



SCHEDULE OF CHARGES

N2W Engineering

January 2023

Personnel [1]	Unit	Rate
Technical Advisor	Per Hour	$275
Principal	Per Hour	$250
Senior Project Manager	Per Hour	$225
Project Manager	Per Hour	$215
Senior Engineer	Per Hour	$210
Senior Project Engineer	Per Hour	$210
Construction Manager	Per Hour	$215
Project Engineer	Per Hour	$195
Staff Engineer II	Per Hour	$180
Staff Engineer I	Per Hour	$165
Engineering Associate	Per Hour	$150
Operation Project Manager	Per Hour	$250
Senior Operator	Per Hour	$225
Operator II	Per Hour	$170
Operator I	Per Hour	$150
Operator in Training	Per Hour	$110
Maintenance and Repair Project Manager	Per Hour	$250
Maintenance and Repair Technician I	Per Hour	$175
Maintenance and Repair Technician II	Per Hour	$150
Sr. CAD Designer	Per Hour	$150
CAD Designer	Per Hour	$125
Project Coordinator	Per Hour	$110
Clerical	Per Hour	$100
Other Expenses	**Unit**	**Rate**
Vehicle Mileage	Per Mile	$0.665
Truck Use	Per Day	$75
Subcontractor Markup	%	15
Equipment [2]	**Unit**	**Rate**

Notes:

(1) Personnel rates subject to a 150% markup for litigation support and 200% for court appearances

(2) Rates for other equipment not noted herein will be provided upon request

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____ __, **2024** by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **Stantec Consulting Services Inc.**, a **CORPORATION** with its principal place of business at **38 Technology Drive, Irvine CA 92618** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional **engineering** design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an **engineer** in the State of California.

2.3 Project. City desires to engage Consultant to render such services for the **On-Call Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 **Engineer of Record.** Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultant hereby designates **Jeff Dunn, PE** (License No. **C 58455**) to act as the **Engineer of Record** for the Project. The **Engineer of Record** shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the **Engineer of Record** shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new **Engineer of Record** shall be of at least equal competence as the prior **Engineer of Record**. In the event that City and Consultant cannot agree as to the substitution of a new **Engineer of Record**, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the **Engineer of Record**, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Venu Kolli, PE, PMP, ENV SP, Jeff Dunn, PE, Nita Kazi, PE, and Jim Cathcart, PE**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Dennis Mejia, PE, Utilities Engineering Division Manager**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Six Hundred Thousand Dollars ($600,000)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review

the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain

registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

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

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

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any

subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

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

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

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

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

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

3.15.4 Automobile Liability

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

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

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

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

3.15.5 Workers' Compensation/Employer's Liability

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

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

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and

in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

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

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

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

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

3.15.8 Evidence Required

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

3.15.9 Policy Provisions Required

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

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

3.15.12 Subconsultant Insurance Requirements

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

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for **engineering** services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

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

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

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

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	**Stantec Consulting Services Inc.**
303 East "B" Street	**38 Technology Drive**
Ontario, CA 91764	**Irvine, CA 92618**
Attn: **Dennis Mejia, PE, Utilities Engineering Division Manager,**	Attn: **Jeff Dunn**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

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

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which

are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND STANTEC CONSULTING SERVICES INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

STANTEC CONSULTING SERVICES INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting engineers to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of six (6) qualified firms to assist with On-Call Design Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various disciplines (e.g. Engineering, Architecture, Construction, Hydraulic Modeling, Fire Flow Modeling, Feasibility Studies, etc.) with the intention of maintaining a list of multiple qualified prime engineering firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Design Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL DESIGN SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Design Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Design Services Agreement for further requirements.

Expected services to be provided under this on-call contract will be performed under a task order system, need to be designed following City Guidelines or associated governing agency guidelines, and may include:

Capital Improvement Project Division

- Feasibility Studies
  - Preparing and/or updating Guidance Documents for Utility Feasibility Studies and Technical Reports
- Environmental services for CEQA/NEPA
- Geotechnical Investigations
- Erosion Control and Storm Water Pollution Prevention Plans
- Permitting and Grant writing support
- Surveying and Mapping
  - ALTA Surveys
  - Easements, Right of Way Preparation, and Mapping
  - Topographic Mapping
  - Field Design Surveys
  - Boundary Surveying and Monumentation
  - Benchmarks and centerline tie information
  - Legal Descriptions and Exhibits
  - Construction Staking
  - Conduct Potholing Services
- Construction Documents Development
- Street Improvements and Highway Design Engineering
- Civil, mechanical, electrical, structural, instrumentation design using AutoCAD 2023 or later
  - Transmission, Collection & Distribution Pipelines (water, sewer, recycled water, storm drain, etc.) facilities including water pipelines (transmission and distribution)
  - Groundwater Wells
  - Pump Stations
  - Pressure Reducing Stations
  - Reservoirs
  - Sewer Lift Stations
- Construction Engineering Support Services
  - Provide RFI review and response services
  - Submittal review and response services

- Project coordination services with City hired Construction Manager
- Final inspection and punch list services
- Convert Contractor's redlines to record drawings

Planning and Land Development Division

- Master planning to include infrastructure master plans
  - Hydraulic Modeling
  - Flow Monitoring
  - Demand factor assessment
- Asset management program support
- Risk and Resilience Assessment
- Site Security Assessment
- Emergency Response Plan
- Facilities Condition Assessment
- Updating City Water and Sewer GIS
- Hydrology and Drainage Engineering
  - Hydraulic modeling and GIS support services conforming with San Bernardino County Hydrology Manual
  - Hydrology Studies and hydrologic calculations
  - Hydrogeologic engineering services related to groundwater well rehabilitation and installation
- Hydraulic Modeling and Model Maintenance
  - The potable and recycled water model is in Innovyze InfoWater, the sewer model is in Innovyze InfoSewer, and both are running in the ArcMap 10.7.1 environment.
  - Updating Model Geometries using City Water and Sewer Atlas GIS shapefiles and Water and Sewer Improvement Construction/Record Drawings.
  - Updating Model Demands, Patterns, and Peaking Factors based on development and meter data.
  - Creating and Running New Scenarios.
  - Model Verification and Calibration to assure that the model can run properly.
  - Preparing Utility Hydraulic Analysis Studies and Reviews.
  - Reviewing OMUC Staff or Developer/Engineer modeling work and providing summary validation reports.
  - Peer Review of Utility Hydraulic Analysis Studies and Reviews, and Utility Feasibility and Technical Studies.
  - Fire Flow Analysis

Water Resources and Water Quality Division

- Water Resources Planning and Management Support Services
  - Urban Water Management Plans - Preparation, Updates, and Amendments
  - Water Supply Assessments and Written Verifications
  - Hydrogeological Studies and Geotechnical Engineering
  - Water Use Surveys
  - Wastewater Flow and Strength Studies
  - Water Conservation and Audits
  - Recycled Water Use Studies and compliance with State Water Board and Regional Water Quality Control Board requirements

- Laboratory Testing
- Water and Wastewater Low/High Flow Monitoring (On-site Private & Public)
- Water and Wastewater Quality Sampling (On-site Private & Public)
- Sewer System Management Plan Update
- Sewer System Management Plan Audit

Stantec

Stantec Consulting Services Inc.
38 Technology Drive Suite 200, Irvine CA 92618-5310

February 2, 2024

Attention: City of Ontario Purchasing Department
City of Ontario, Ontario Municipal Utilities Company
1425 S. Bon View Avenue
Ontario, CA 91761

Reference: Proposal for On-Call Design Services – RFQ No. 1740

We commend the Ontario Municipal Utilities Company's (City) efforts to effectively consider the continuing growth and management of your water and sewer infrastructure. As part of these efforts, the City desires to work with experienced professional engineering firms to provide on-call design services. We understand the importance of selecting a qualified team that is responsive, maintains positive working relationships, offers flexibility to perform both small and large tasks in a well-organized manner, understands proper design impacts and alternatives, and identifies efficient solutions. Stantec Consultant Services Inc. (Stantec) is confident that we are that team.

Similar Experience - Our team of qualified engineers and water specialists have the experience necessary to meet your high standards. What sets our team apart is our unique skillset, having delivered similar services to public agency clients throughout southern California, including with the City. Also, having performed several task orders for you on our current on-call services agreement, we understand the process and requirements enabling us to better understand your project goals.

Responsiveness – We have a strong in-house flexible team with local expertise who are familiar with your City's service area. Because of our familiarity, local presence, and related experience, we have the ability and the professional resources to meet tight schedules and mobilize appropriate staff at short notice.

Value-Added – For the many potential services, we have a deep bench to pull specific expertise that may be needed under unforeseen circumstances. We can provide planning experts throughout the state and nationally, if needed, to help assist the City in continually looking for innovative solutions to improve the planning process and tools for all your water and sewer systems' needs.

We have reviewed your proposed contract terms and should we be selected we will be able to conclude a mutually satisfactory contract with you. We sincerely thank you for this opportunity and look forward to continuing our working relationship.

The undersigned hereby submits this proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ.

Regards,

Stantec Consulting Services Inc.

Jeff Dunn PE
Program Manager
Phone: 949 521 3110
jeff.dunn@stantec.com

Design with community in mind

Stantec

On-Call Design Services
RFQ No. 1740

Proposal prepared for City of Ontario

February 2, 2024

1.0 EXECUTIVE SUMMARY

Our Company

For more than 70 years, Stantec has provided water resource and all type of engineering services to improve the quality of life in communities where we live and work. During this time, we have added a full complement of engineering and planning disciplines to our portfolio to better serve our clients' needs. We take pride in a long history of being part of the communities we serve.

Stantec Consulting Services (Stantec) is a large, diverse, and continuously growing company offering extensive services to clients around the globe. With 25,000 employees in over 400 locations worldwide and 22 in California, we have the ability to provide solutions to whatever issues our clients may have.

We collaborate across disciplines and industries to bring water, buildings, energy and resources, environmental, and infrastructure projects to life. Our work—engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, construction management services, project management, and project economics, from initial project concept and planning to design, construction, and commissioning—our work begins at the intersection of community, creativity, and client relationship.

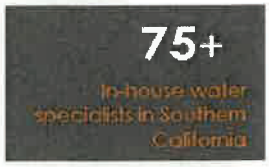
Stantec is a worldwide leader in providing water resources engineering services and we consistently rank in the Top 5 Design Firms for Water/Wastewater. In partnership with our clients, we provide practical solutions by leveraging strong local teams with solid understanding of issues and global expertise. We have planned, designed, built, and managed many of the largest and most technologically advanced water resources projects in the world. Stantec has earned a reputation of being a go-to-partner for various agencies.

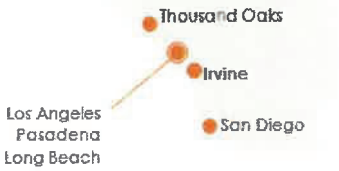
In Sections 3 through 11, we provide an overview of our firm and information as requested in the RFQ.

Our People and Staffing Resources

Our people are our greatest asset. It's the individuals that you know and trust to keep you informed and guide you down the right path to best accomplish your goals. Led by Venu Kolli, the three individuals proposed to be your partners on your various projects—**Jeff Dunn,** our Program Manager**, Nita Kazi, our** Capital Improvements Manager**, and Jim Cathcart,** our Water Resources and Water Quality Manager —have the local knowledge and relationships, and overall necessary experience and expertise to successfully accomplish your goals for this project. These individuals have also worked together over the past several years on many of the projects highlighted in experience. Their experience is outlined in Section 4 through brief biographies, extended resumes in Appendix, and further highlighted in our project experience in Section 6.

With 22 offices in California, we have the depth of resources and availability to immediately support your project.





Stantec's experienced team will maintain positive working relationships with all City staff as well as other consultants and community stakeholders (residents, business, and property owners). Having worked on a number of similar as-needed contracts, our team routinely thinks through project issues and recommends possible solutions on regulatory, technical, administrative, and managerial issues. We communicate effectively in both written and oral public sector settings and work closely with our client.

Our LOCAL team offers responsive partners who are ready to work with you to provide the right solutions for your needs. Our GLOBAL firm offers connection to incredible additional resources and depth of knowledge.

Our Fiscal Stability

Stantec's diverse business model allows us to adapt to changes in market conditions by offsetting decreased demand for services in one business operating unit or geographic location with increased demand in another. We believe this strategy helps us mitigate risk and balance workloads between staff. Stantec is a publicly traded corporation, with adequate credit quality, and capacity for the payment of financial obligations. As required by the RFP,

documentation of our credit rating is provided in the Appendix.

Our Experience with You

Our team has been working within the City for nearly two decades. Through our work on the New Model Colony projects, we studied and design much of the infrastructure in the southern part of the City. In addition, the references and projects in Section 6 illustrate the background of our team and their experience with nearly identical scopes. As an already cohesive and familiar team, we are eager to apply our lessons learned to help you move forward with solutions you can implement with confidence. We pride ourselves on delivering the right solution—the first time, every time.

Methods to Accomplish the Work

Our program approach has been time-tested and implemented on nearly 100 programs worldwide over the last 39 years. The foundation of our approach is based on three main elements:

- Communication
- Quality Assurance/Quality Control
- Minimizing Your Risks

Stantecs approach and method for on-call engineering services contract is simple:

1. We listen and ask questions to understand your goals, the project/task order, your schedule, and your budget.
2. Our Program Manager, Jeff Dunn, then selects the appropriate task leader with the necessary skill sets.
3. We define or refine the scope of work and conduct a resource check to select the right project team with availability to meet your schedule and budget.
4. We select subconsultants, if needed, to support Stantec personnel in completing the project/task order.
5. Jeff works with the senior task leader to develop a final scope of work, schedule, and budget for review and acceptance.

Proven Project Management Processes, Systems, and Tools

Our project management methods exceed industry standards for schedule and budget management tools. We leverage global best practices, processes, systems, and tools like our Project Delivery Model for risk, value, and quality management to provide consistently high-quality deliverables on time and on budget. Our accessible dashboard reporting tools provide high-level status reports for clear, promoting timely and transparent progress toward delivery goals. Our team has a simple and effective approach to complex projects: maintain consistency in delivery and coordination with all key stakeholders throughout the duration of the program.

Achieving Early Results Using Variety of Delivery Methods

Furthermore, **we have completed more than 300 task orders for large municipalities and utilities** over the past eight years spanning a full range of high-value "start-to-finish" preconstruction, planning, CEQA, design, engineering support during construction, and construction management services. Consequently, we have the capabilities and professional talent needed to support you in evaluating and selecting the optimal delivery method for each project.

Using a standardized decision-making framework, we have developed guidelines for evaluating the appropriateness of each project's delivery method. In addition, we have assembled a team with experience in the full spectrum of delivery approaches, ranging from traditional design-bid-build through design-build-operate- finance.

Our Commitment and Other Information

We strive to remain a trusted local partner with innovative, fit-for-purpose solutions and unwavering excellence in delivery. Some of the many ways we do this are through our commitment to the communities in which we live and work. Section 11 outlines some of our corporate-sponsored programs and local events with real world, recent implementation.

For us, excellence in delivery begins with the first conversation, and it extends through all project phases from design to construction to maintain and upkeep. We look forward to applying our peoples, our experience, and our commitment to your various Project.

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3.0 IDENTIFICATION OF PROPOSER

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That is why at Stantec, we always "design with community in mind".

We care about the communities we serve — because they are our communities, too. This allows us to assess what is needed and connect our expertise, to appreciate nuances and envision what is never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

We are designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships.

Stantec employs approximately 25,000 employees working in over 400 locations across six continents. Our team delivers high quality engineering services to our clients and communities and has enabled us to become a top 10 international design firm, ranked No. 1 in Sewer/Wastewater and No. 2 in Water by Engineering News Record (2020).

Stantec is a leading provider of water resources engineering services throughout the world, and we consistently rank in the Top 5 Design Firms for Water/Wastewater. In partnership with our clients, we provide best-in-class solutions by leveraging strong local teams with a solid understanding of issues along with global expertise. We have planned, designed, built, and managed many of the largest and most technologically advanced projects in the world.

Stantec

A. Our Legal Name & Address

Corporate Office

Stantec Consulting Services Inc.
10160 112 Street
Edmonton, Alberta T5K 2L6
Canada

Stantec Inc. is a Corporation and publicly traded entities listed on the New York Stock Exchange (Symbol: STN) and the Toronto Stock Exchange (Symbol: STN). Stantec's corporate office is located in Edmonton, Alberta, Canada.

B. Legal Form of Company

Corporation

C. Parent Company

The parent company of Stantec Consulting Services Inc. is Stantec Inc.

D. Representative Contact

Venu Kolli, PE | Principal-in-Charge
300 North Lake Avenue Suite 400
Pasadena, CA 91101
(949) 413-9059
Venu.kolli@stantec.com

Jeff Dunn, PE | Program Manager
38 Technology Drive
Irvine, CA 92618
(949) 521-3110
Jeff.dunn@stantec.com

E. California Business License

3259819

4.0 STAFFING RESOURCES

Stantec Resources

Offices
7 in southern California
22 total in California
400+ companywide

Water Resource Team Members
87 local
240+ in California
1,900+ companywide

Our water professionals provide a wide variety of services throughout California capable of delivering your multi-disciplinary projects for the development of Plans, Specifications, and Estimates (PS&E) to support your Capital Improvement Programs described in the City's Sewer, Water, and Recycled Water Master Plans including hydraulic modeling, integrated water resources master planning, water master planning, recycled water and sewer collection system analyses and master planning, well treatment, water and wastewater treatment, civil design, asset management, risk assessments and priority based planning tools, hydrology and drainage engineering, facility condition assessment, environmental and CEQA support services, permitting and grant writing support services, and water and recycled water use studies.

Our planning approaches and analyses, including innovative alternative solutions, have been a key factor in our successful planning studies. One of our strengths is the added value that our in-house resources bring to each planning project. This enables us to offer value-added services such as survey/geomatics, GIS expertise, funding and financial plan analyses, asset management, and condition assessment.

Stantec offers a thorough understanding of the requirements, procedures, and protocols from our experience in working with the OMUC specifically. We have worked closely with the City over the past decade on several planning projects and design projects including pressure regulating stations and sewer collection system designs.

Our people are our greatest asset. It's the individuals that you know and trust to keep you informed and guide you down the right path to best accomplish your goals. We have chosen our project team members based on their experience working with you and together on similar projects throughout Southern California. **Venu Kolli** is our Principal-in-Charge and **Jeff Dunn** is our proposed Program Manager and **Nita Kazi** as our Capital Improvements Program Manager have the local knowledge and relationships, and overall necessary experience and expertise to successfully accomplish your goals for this on-call design services.



Stantec Presence in California

4.1 FIRM STAFFING

By defining the roles and responsibilities of everyone involved in project delivery, Stantec can set clear expectations for performance. Team leaders can hold – both individually and collectively – people accountable for achieving performance, which ultimately improves our success in project delivery. We have chosen our project team members based on their experience working together on similar projects with OMUC and as well as our clients throughout southern California. Our **three key personnel** include our Principal-in-Charge **Venu Kolli**, Program Manager **Jeff Dunn**, and **Nita Kazi** who is our Capital Improvements Project Manager.

As required by the RFQ, these three key personnel will be available for the duration of the contract term and will principally be responsible for coordination and working with the City. We acknowledge that these three individuals are "key" to the contract and will not be removed or replaced without the prior written concurrence of the City.

Our team has been assembled assuming task orders will be completed according to the Division as outlined in the scope of services within Exhibit A of the RFQ. Jeff Dunn will act as our Program Manager responsible for the overall on-call design services contract. Nita Kazi will serve as our Capital Improvement Project Division Manager. Jeff Dunn will be our Planning and Land Development Division Manager, and Jim Cathcart will be our Water Resources and Water Quality Manager.

Our proposed team as illustrated by our Organization Chart on the following page consists primarily of our in-house Stantec staffing resources in southern California. We have identified 42 team members within Stantec to support our Division managers and lead specific discipline activities for various task orders that may arise for Stantec to perform. In addition to these team members, we can pull from our over 240 water staff resources within California.

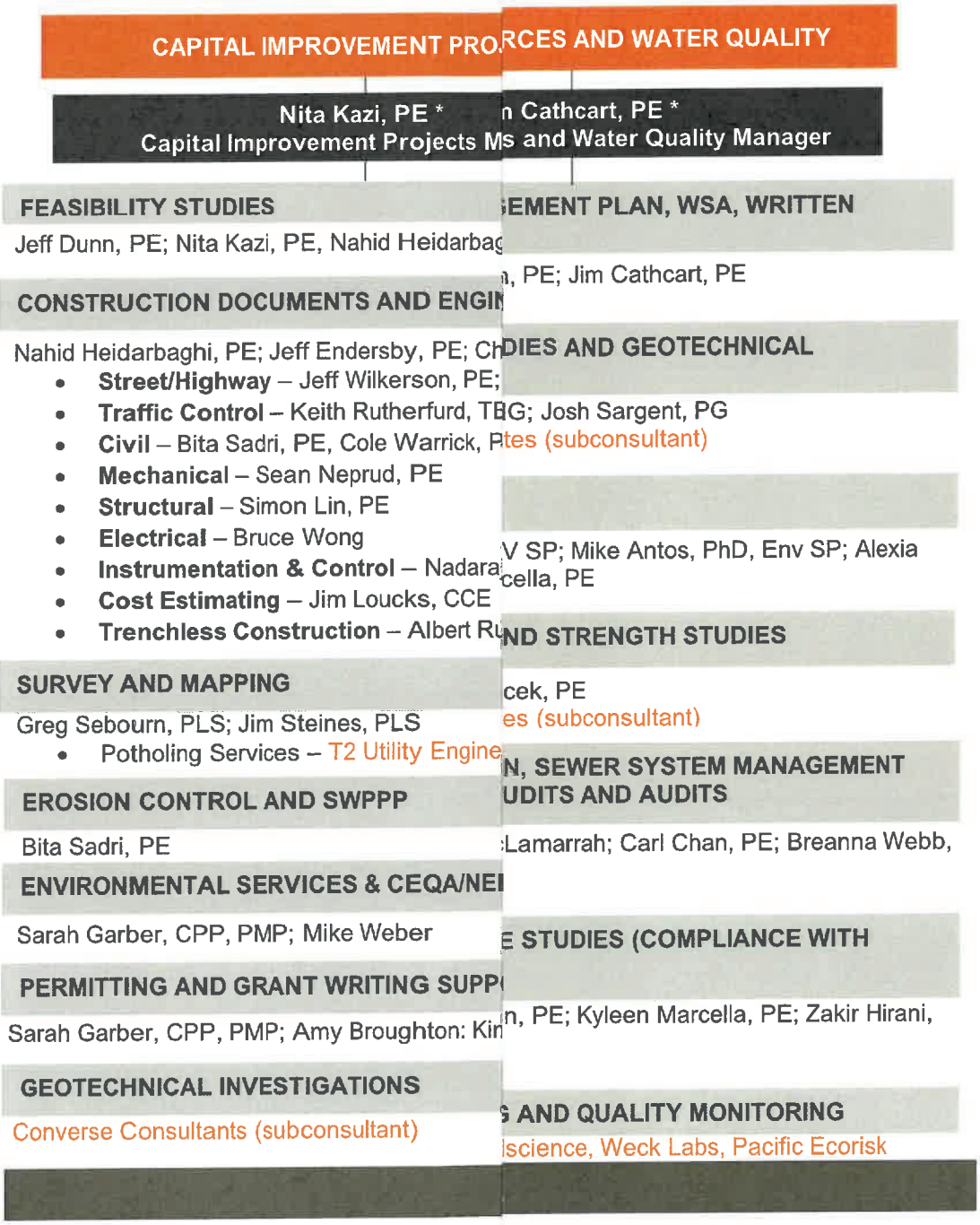
Full resumes of our team members are provided in the Appendix.

Subconsultants

Although we have a large staffing resource within Stantec, there are some specialty services that we will require to subcontract for services as task orders require. We have identified the following areas of service that will be subcontracted:

- Geotechnical Investigations and Reports – Converse Consulting
- Utility Verficiations and Potholing - T2 Utility Engineers
- Aerial Mapping – GPSI
- Groundwater Well Studies and Design Support – Thomas Harder & Associates
- Condition Assessment – V&A Consulting Engineers
- Wastewater Flow Monitoring and I&I Analysis – ADS Environmental Services
- Laboratory Testing and Water Quality Samping/Monitoring – Test America, Eurofins CalScience, Weck Labs, and Pacific Ecorisk

Organization Chart



* Indicates "key" staff principally responsible for the City.

4.2 KEY PERSONNEL

The following are brief summaries of our firm's staffing and key personnel project roles and responsibilities, followed by their one-page resumes (not included in sheet count, per RFQ). Should additional support be required in any area, we are able to pull from our 240+ water resource professionals in California. Our highly qualified team members were chosen based on their familiarity with similar task order work, experience working with the City, and their ability to commit to this project. Efficient coordination within our proposed team is facilitated by long-standing relationships between the team members.

VENU KOLLI, PE, PMP, ENV SP | Principle-in-Charge

Our principal-in-charge, Venu has 32 years of experience in all phases of civil and environmental engineering. He has extensive civil engineering experience on a wide variety of water, sewer, pump station design, master planning, and sewer modeling projects. His background includes design and project management responsibilities for large water and wastewater infrastructure projects and pump station projects. He worked on more than 20 pump station and 47 pipeline design or rehabilitation project.

PRIMARY ROLE: He will be our Principle-in-Charge he will overview the project and work closely with program manager Jeff Dunn and other leaders in charge of this program to ensure the outstanding services to be provided to the City. He will ensure the proper resources are allocated for project success.

JEFF DUNN, PE | Program Manager and Planning and Development Division Manager

Our program manager, **Jeff Dunn, PE**, has almost 30 years of experience and worked with public water agencies throughout the southern California area. His experience includes planning and design of infrastructure for potable water, recycled water, and sewer collection facilities. Jeff is uniquely familiar with the City's design requirements and procedures from task orders completed by Stantec's on-call engineering services.

PRIMARY ROLE: He will be our Program Manager he will manage the contract and be the point of contact with City. He will communicate with you on a regular basis and make sure the necessary project management activities are completed within budgets and schedules. He will manage tasks related from the Planning and Development Division.

Nita Kazi, PE | Capital Improvements Project Manager

Nita has nearly 30 years of experience with a portfolio including planning, design, and construction support for water, wastewater, and recycled-water distribution, pump stations, conveyance, and storage projects for both public and private sectors. She has collaborated with diverse technical teams, managed contracts, delivered on client commitments, and facilitated owner and stakeholder communication to achieve project success. Her abilities include leading and developing high performing delivery teams by using adaptive and innovative problem-solving techniques to meet operational objectives and manage risk. Her people-

centered approach to communication and project management empowers the team to serve in the best interest of our communities.

PRIMARY ROLE: Nita will manage the Capital Improvement Project Division tasks and resources required to complete the designs and deliverables necessary to meet the goals of OMUC.

Jim Cathcart | Water Resources & Water Quality Manager and Technical Advisor, QA/QC

Jim has 45 years of experience in water supply and development in California. He specializes in the planning, design, and construction management of water, wastewater, and reclamation infrastructure; master planning; ground- and surface water treatment; pumping and storage; and pipeline design. Jim has provided expert witness services for water system modeling and design, and groundwater contamination issues.

PRIMARY ROLE: Jim will manage the Water Resources and Water Quality Division projects and also will provide technical advisory assistance to Stantec team and oversee the quality assurance/quality control (QA/QC) reviews and procedures to provide high quality deliverables.

Nahid Heidarbaghi, PE | Project Engineer

Nahid is a detail-oriented engineer with over 20 years of professional experience in water and wastewater, transportation, land development projects. She has extensive experience in water and sewer systems, utility research and coordination, roadway improvements, and land development infrastructure design projects. Her eye for detail and quality control has been instrumental in design and review of water and sewer plans for Irvine Ranch Water District and other public agency design projects throughout southern California.

PRIMARY ROLE: Nahid will be a lead project engineer of record leading the design of water, recycled water and sewer capital improvement projects and packaging of the construction documents.

Jeff Endersby, PE | Project Engineer

Jeff has 37 years of experience specializing in the planning, design, and construction of water, wastewater, and recycled water facilities. His professional experience includes water and wastewater infrastructure project planning, preliminary design, final design and construction management, with expertise in water pump station, pipeline, and treatment plant design and construction administration, wastewater collection, conveyance and treatment planning and design, as well as project management for water distribution and wastewater systems planning and design.

PRIMARY ROLE: Jeff will be a lead project engineer of record leading the design of water, recycled water and sewer capital improvement projects and packaging of the construction documents.

6.0 EXPERIENCE AND TECHNICAL COMPETENCE

6.1 EXPERIENCE AND REFERENCES

On-Call and As-Needed Experience

Our proposed team has worked together on many task orders generated from similar on-call contracts. We are familiar with each other's work habits and skills, making our team efficient in getting the scope of work completed with the budget and schedule established. The value we bring is illustrated in our team, our success, and our clients who repeatedly engage our services. In addition to their individual qualifications highlighted in our organization and qualifications charts, this group has years of experience working together on several projects throughout Southern California, giving you a cohesive, collaborative team.



CITY OF ANAHEIM

RELEVANT TASK ORDERS

- Engineering Services for Water Master Plan Update
- Lincoln Avenue 16-inch Water Main Replacement
- Downtown Recycled Water System Expansion to Pearson Park
- Loara Street 8-inch Water Main Replacement
- Miscellaneous Water Vault Rehabilitations



CITY OF ONTARIO

RELEVANT TASK ORDERS

- Non-Potable Well Supply Study
- Piemonte Sewer Feasibility Study and Final Engineering Design Services
- Vineyard Sewer Feasibility Study and Final Engineering Design Services
- Archibald PDR and Final Engineering Design Services



ORANGE COUNTY WATER DISTRICT (OCWD)

RELEVANT TASK ORDERS

- Santa Ana Wells PFAS Treatment Systems Designs
- As-Needed Hydraulic Modeling Services



INLAND EMPIRE UTILITIES AGENCY (IEUA)

RELEVANT TASK ORDERS

- 1630 RW Pump Station Surge Protection
- Prado Utilities Study
- RP-1 East Influent Gate
- Inundation Study for the Preserve
- Philadelphia LS Pump Upgrades



EASTERN MUNICIPAL WATER DISTRICT (EMWD)

RELEVANT TASK ORDERS

- 1650 Zone Realignment Study
- As-Needed Design Conditions Reports
- Fire Flow and Hydraulic Modeling Services



SOUTH COAST WATER DISTRICT

RELEVANT TASK ORDERS

- Upgrades to CM-10 Junction Valve Replacement
- Lift Station 6 Force Main Replacement
- Water Supply Assessment



AZUSA LIGHT & WATER

RELEVANT TASK ORDERS

- Cypress Water Transmission Main Replacement Project
- Amforge Line Extension Project
- Triangle Flow Control Valve Structure

CAPITAL IMPROVEMENT PROJECTS

Potable and Recycled Water

We work closely with our clients to provide innovative and affordable solutions to manage, protect, store, and distribute water. Stantec has conducted thousands of investigations, hydraulic models, water quality evaluations, and water management studies. Our proposed team has provided planning, design, funding, and construction management services for water storage and conveyance projects across California. We offer integrated planning and design services to help our clients manage water resources from localized needs to regional plans.

We have broad-based expertise in hydraulic computer modeling, statistical analysis, data management, data visualization, asset management, and related evaluations that support water resources planning. Our expertise includes:

- Civil, structural, mechanical, and electrical design
- Water demand analysis
  - Hydraulic modeling
  - Transient Analysis and control
  - Water quality modeling and analysis
  - Computational fluid dynamics
  - Mixing and dispersion
  - Engineering economics
  - Geographic Information Systems (GIS)
  - Condition assessment
  - Decision support systems

Our staff possess specific expertise and understanding of the underlying water supply, quality, and hydraulic theories used to develop complex planning documents. Storage facilities are costly elements of an overall water distribution system and considerable planning, and design is essential to ensure these components benefit the water operations, are cost effective, and enhance the level of service to the customer. Our experience and expertise include all types of storage systems, such as steel tanks, cast-in-place concrete tanks, pre-stressed concrete and lined earthen reservoirs.

We provide facility planning to determine the ideal tank size and location based on optimizing the storage-pumping relationship and water quality.

Design and Rehabilitation of Reservoirs

Stantec is a recognized leader in the design and rehabilitation of reservoirs, and we also have experience in seismic evaluations and retrofit of existing water reservoirs. We are very familiar with local issues associated with reservoir design and construction, such as seismic design and detailing, local environmental and permitting requirements, and local building materials and their availability. We also conduct detailed hydraulic modeling to develop operating guidelines to maximize storage use and minimize potential water quality issues.

Pump Stations

Pumping systems are the heart of any water system and usually represent the largest single energy demand for the overall supply. Stantec has extensive experience designing water pumping stations with capacities as large as 525 MGD using horizontal split case and vertical turbine configurations. Stantec also offers specialty services in transient assessment and mitigation. It is critical to consider the water system as a whole to select the optimum combination of pumping versus storage. We have used variable speed drives to enable optimized pumping, and we have also developed pump demand scheduling control systems to minimize pumping costs and match pumping to demands. In some instances, this also provides opportunities for energy management and savings through off peak usage.

Distribution Systems

Aging distribution networks can result in high capital expenditures to maintain the existing pipes. Our commitment to enhancing our services by implementing contemporary, innovative technologies for both new construction and existing system rehabilitation often realizes significant cost benefits for our clients while ensuring long-term system integrity.

Pipelines

As a recognized expert in the industry,

Stantec has provided leadership in the planning, design, and construction management of more than 300,000 miles of pipelines throughout the US and around the world, including more than 5,000 miles of large diameter pipeline. We have worked with steel, ductile iron, cast iron, PVC, HDPE, reinforced concrete cylinder pipe (RCCP), prestressed concrete, fiberglass, concrete, and mortar lined steel pipelines for both high pressure and gravity applications ranging from 4 to 144 inches in diameter.

Stantec has designed pipelines for some of the most adverse conditions—surface congestion, underground utility conflicts, rugged terrain, and unstable or corrosive soils. Designs have included open trench, tunneling, jacking, submarine, and other types of installations. Often, these projects include all appurtenant facilities for flow control and access points for routine maintenance. We have led all phases of pipeline projects from planning, preliminary design, design, and construction to startup and commissioning.

Specific services we provide include hydraulic analysis, route selection, surveying and mapping, utility investigation, geotechnical services, pipeline material selection, corrosion control strategies, right of way and land acquisition, detailed civil and mechanical design, analysis of soil-structure interaction during seismic events, constructability reviews, value engineering, and construction management. When designing pipeline projects, measures we typically take include potholing of major utilities to further reduce changes in the field during construction.

In addition to designing new pipelines, our work has included both water transmission main extensions and replacement. We offer great depth and breadth of experience in this area, having assisted clients in extending or replacing water and transmission mains ranging in size from 6 to greater than 60 inches in diameter. Our team members have delivered several projects requiring a diverse mix of capabilities to provide a thorough evaluation of our clients' water distribution systems.

Wastewater

Stantec has been successfully designing economical wastewater and stormwater pumping stations and gravity sewer for more than 50 years. We draw on our extensive experience and apply our expertise to projects tailored specifically to meet or exceed the demands of our clients. Our team offers diversified qualifications and experience in all phases of wastewater pumping station project and gravity sewer project development.

Stantec provides planning, design, and construction management services for wastewater pumping stations up to 350 MGD and small to large diameter gravity sewer. Our designs reflect the close attention we pay to site considerations, aesthetic and environmental concerns, and our client's individual and/ or unique needs. From a thorough understanding of the complexities facing today's utilities and municipalities, we consistently develop creative solutions that successfully balance efficiency and effectiveness.

PLANNING AND LAND DEVELOPMENT

Modeling/ Planning

We bring decades of experience delivering water, recycled water, and sewer master plans and models for southern California agencies and municipalities. Stantec recently provided master planning services for East Valley and San Bernardino Municipal Water Districts, and the Cities of Anaheim, Orange, and Fullerton. We use all software platforms, including Innovyze (InfoWater, InfoSWMM, InfoSewer, InfoMaster), Bentley (WaterGEMS, SewerGEMS), Mike Urban, and EPA SWMM.

As part of our water master planning work, we deliver fire flow testing for model development, calibration, and verification of system pressures, including:

- Identifying hydrants for testing
- Developing standardized forms to collect data
- Assisting with field work for data collection
- Integrating data into relevant planning documents and models

we use existing hydraulic models and other planning tools to develop analyses for development, recommendations for new infrastructure, and verify recommendations as needed.

The tables on the following pages are a selection of some of our most relevant projects; aligned with your criteria and potential tasks. The projects are limited to those completed by proposed team members. While their names are included in the table to give a visual of the shared and varied experience of our diverse team, full resumes included in the appendix include more detailed descriptions of projects and the individuals' role on each one.

- We understand agencies experiencing growth as we have supported IRWD with similar growth and expansion of the service area, and as residential and commercial developments are planned, we have prepared Sub Area Master Plans (SAMPs) for each development or planning area. As a result, we have prepared more than 30 SAMPs, SAMP addenda, and facility planning studies that have evaluated existing and future water, sewer, and recycled water infrastructure amounting to nearly two-thirds of their service area and to serve proposed development areas accounting for 10,000 acres and 60,000 residential dwelling units.
- Our on-call expertise and responsive to agencies such as IRWD, EMWD, and IEUA needs allowed us to work on several facility planning studies and model analyses, including:
  - Analyzing existing and future demands
  - Model calibrations against SCADA information
  - Impacts to existing infrastructure
  - Pumping and pump station upgrades feasibilities
  - Sizing new infrastructure for sewer and recycled water facilities
  - We have performed sewer feasibility studies and water system pressure zone analyses.
  - We have provided coordination and meetings with all relevant stakeholders, including private developers. This was necessary to prepare and provide information for required CEQA and EIR requirements, phasing and sensitivity studies with considerations to existing neighborhoods, funding allocations and CIPs.

WATER RESOURCES AND WATER QUALITY

he Stantec team assists clients with quality and quantity management. We have provided services to all the WASCs in Southern California, more than 50 individual cities, Caltrans, and numerous private industrial and construction sites. Our services include permit compliance and reporting activities; stakeholder engagement; program development, planning, and Best Management Practices design; and stormwater treatment systems. Stantec has also developed successful automated stormwater monitoring programs and led complex compliance reporting efforts, which would benefit future compliance monitoring and enforcement activities.

Our team offers the County a distinct advantage through our extensive working knowledge of the various water resources issues throughout the County, its communities, and water management agencies. We have supported virtually every water management entity in Los Angeles County and lead surface water compliance and stormwater treatment solutions for one of the highest profile industrial sites in the Los Angeles River Watershed. We have prepared numerous planning documents for watersheds ranging in size from 3 to over 700 square miles. Our programs involve hydrologic and hydraulic engineering, environmental assessments, economic analysis, interested party engagement, and master planning services. Stantec has performed hydrologic analyses for more than 40 watersheds in the western United States with a variety of state-of-the-art hydrologic simulation programs.

We have completed water plans that integrate surface water, groundwater, transfers, conjunctive management, recycling, and reuse. Our team has proven leadership in the policy and legal decisions framing water resources planning and management in California. The Stantec team has completed multiple Regional Water Management Plans; Urban Water Management Plans; Water Supply Assessments and planning; Hydrogeologic studies, and other reports for the use of recycled water and wastewater flow and quality for compliance with the State Water Quality Control Board.

Our experience with many southern California agencies in sewer collection system modeling and master planning services that have included wastewater flow and strength studies. These evaluations are coordinated with, and field monitoring is performed by our subconsultant, ADS. Our studies begin with a well-thought-out flow monitoring plans for collection metering data in the field to measure dry weather flow patterns, wet weather flow patterns, land use flow factors, and tributary area impacts.



Potable Water and Recycled Water Projects

	Client	Team Members	New or R/R	Technical/Feasibility Studies	Preliminary/Final Design	Hydraulic Modeling	Survey	Geotechnical	Structural/Seismic	Electrical, I&C, Telemetry	Regulatory Compliance/ Permits	CEQA	Construction Engineering	Pipelines	Storage	Pumps/lift Station	Treatment
Loara Street 8-inch Water Main Replacement from Orangewood Avenue to the City limit | *Anaheim, CA*	Anaheim Public Utilities	Dunn, J.	R/R	•	•								•	•			
Lincoln Avenue Water Main Replacement | *Anaheim, CA*	Anaheim Public Utilities	Dunn, J.	N		•									•			
Peck Reservoir and Pump Station | *Manhattan Beach, CA*	City of Manhattan Beach	Mote, C.; Garber, S.; Kolli, V.	N		•				•	•	•	•	•		•	•	•
Graves Reservoir Replacement Project | *Pasadena, CA*	City of South Pasadena	Mote, C.; Garber, S.; Hadacek, T	R/R		•			•	•		•	•	•		•	•	•
Back Basin Dual-Purpose Storage and Pumping Wellfield Construction | *Lake Elsinore, CA*	EVMWD	Mote, C.; Garber, S.	N							•		•	•		•	•	
Island Wells Pipeline | *Lake Elsinore, CA*	EVMWD	Dunn, J.	N	•	•			•						•			
Well 7991 Arsenic Removal Alternatives Analysis | *Coachella Valley, CA*	CVWD	Kolli, V.; Hadacek, T	R/R	•	•												•
Hydropneumatic Tank 26 | *Yucca Valley, CA*	HDWD	Mote, C.	N		•					•					•	•	
Northwest Area Recycled Water Facilities | *Ontario, Rancho Cucamonga, and Upland, CA*	IEUA	Mote, C.	N		•								•	•			
RP-1 1158 Zone Recycled Water Pump Station Upgrades Feasibility Study and Final Design | *Inland Empire, CA*	IEUA	Dunn, J.	R/R	•	•	•				•			•			•	
RP-4 Pressure Zone Recycled Water Pump Station, | *Chino, CA*	IEUA	Dunn, J.	N		•					•				•		•	
RP-5 Recycled Water Pump Station Expansion | *Inland Empire, CA*	IEUA	Dunn, J.	R/R		•					•			•			•	
1630 Zone West Recycled Water Main, Segments A&B and Booster Pumping Station | *Ontario, CA*	IEUA	Dunn, J	R/R		•					•	•		•	•		•	

Potable Water and Recycled Water Projects Cont.

Project Name, location	Client	Team Members	New or R/R	Technical/Feasibility Studies	Preliminary/Final Design	Hydraulic Modeling	Survey	Geotechnical	Structural/Seismic	Electrical, I&C, Telemetry	Regulatory Compliance/ Permits	CEQA	Construction Engineering	Pipelines	Storage	Pumps/lift Station	Treatment
930 Zone Chino Hills Recycled Water Reservoir and Pipeline | *Chino, CA*	IEUA	Dunn, J.	N		●					●			●	●	●	●	
Lake Forest Zone B to C Pump Station | *Lake Forest, CA*	IRWD	Cathcart, J.; Long, J.	N	●	●	●	●	●	●	●	●			●		●	
Sub Area Master Plans | *Irvine, CA*	IRWD	Dunn, J.	N + R/R	●	●	●				●				●	●	●	
Irvine Boulevard-Portola Parkway Capital Facilities | *Irvine, CA*	IRWD	Dunn, J.	N		●									●			
Eastwood Multi-Zone Pump Station | *Irvine, CA*	IRWD	Long, J.; Dunn, J.	N		●	●			●	●						●	
Orchard Hills Zone A-C Recycled Water Pump Station and Zone C Pipelines | *Irvine, CA*	IRWD	Dunn, J.	N		●					●			●	●		●	
Canyon Hills Water Line | *Los Angeles, CA*	LADWP	Dunn, J.	N		●									●			
Devil's Gate to Eaton Wash Pump Station and Pipeline | *Los Angeles, CA*	LADWP	Mote, C.	N	●	●	●				●				●		●	
Downtown Water Recycling Project | *Los Angeles County, CA*	LADWP	Kolli, V.; Mote, C.; Cathcart, J.	N	●	●	●	●	●						●		●	
LADWP Unit 8, Second Gap Connection Pipeline | *Los Angeles, CA*	LADWP	Kolli, V.; Mote, C.	N		●									●			
Feasibility Study of Water Recycling Facilities for Eastside Water Recycling Project | *Los Angeles, CA*	LADWP	Kolli, V.; Mote, C.; Cathcart, J.	N	●										●			
Fairmont Booster Pump Station Upgrade | *Yorba Linda, CA*	YLWD	Mote, C.;	R/R		●				●	●	●		●		●	●	●
City of Santa Ana PFAS Water Treatment Plant | *Santa Ana, CA*	Orange County Water District (OCWD)	Cathcart, J.; Wong, B.; Sankaran, N.; Hadacek, T; Neprud, S.	N		●	●	●	●	●	●	●		●	●		●	●

Wastewater Projects

Project Name, location	Client	Team Members	New or R/R	Technical/Feasibility Studies	Preliminary/Final Design	Hydraulic Modeling	Survey	Geotechnical	Structural/Seismic	Electrical, I&C, Telemetry	Regulatory Compliance/ Permits	CEQA	Construction Engineering	Pipelines	Storage	Pumps/lift Station	Treatment
Sewer Siphon Elimination | *Buena Park, CA*	City of Buena Park	Dunn, J.	R/R		•	•							•				
Edenglen Sewer Lift Station Upgrades | *Ontario, CA*	City of Ontario	Dunn, J.	R/R	•	•									•			
Bogert Trail Sewage Lift Station and Force Main | *Palm Springs, CA*	City of Palm Springs	Kolli, V.	N		•			•					•	•			•
Wildomar Sanitary Sewer Upgrades | *Wildomar, CA*	EVMWD	Mote, C.	R/R		•			•				•	•	•		•	•
RP-1 Primary Effluent Conveyance Improvements | *Ontario, CA*	IEUA	Dunn, J.	R/R		•							•	•				
RP-1 Mechanical Restoration Improvements | *Ontario, CA*	IEUA	Dunn, J.	R/R		•			•				•		•		•	•
Michelson Sewer Lift Station Relocation | *Irvine, CA*	IRWD	Dunn, J.	R/R		•		•	•				•		•		•	
Marina Del Rey Pump Station and Pipeline | *Los Angeles County, CA*	LADWP	Kolli, V.; Mote, C.	R/R		•			•					•	•			
California Bowl Sewer Rehabilitation Project | *Long Beach, CA*	LBWD	Mote, C.	R/R		•								•				•
Westminister Force Main Project 3-62 | *Seal Beach, CA*	OCSD	Kolli, V.; Cathcart, J.; Loucks, J	N + R/R	•	•	•	•			•		•	•			•	
Sanitary Sewer Beach Interceptor Trenchless Improvements | *Dana Point, CA*	SCWD	Dunn, J.; Sebourn, G.	R/R	•	•	•		•	•			•	•	•			
Upgrade Coastal Junction (CM-10) Valve Replacement - Preliminary Design Report and Final Engineering | *Irvine, CA*	SCWD	Sebourn, G.	R/R	•	•			•			•		•	•		•	
WRP #10 Secondary Effluent Pump Station, Phase 1 and 2 | *Palm Desert, CA*	CVWD	Kolli, V.; Mote, C.	N		•								•			•	

Modeling/ Planning Projects

Project Name, location	Client	Team Members	Fire Flow	Technical/Feasibility Studies	Preliminary/Final Design	Hydraulic Modeling	Survey	Geotechnical	Structural/Seismic	Electrical, I&C, Telemetry	Regulatory Compliance/ Permits	CEQA	Construction Engineering	Pipelines	Storage	Pumps/lift Station
Water Master Plan Update | *Anaheim, CA*	City of Anaheim	Cathcart, J.; Dunn, J.	●	●	●	●	●	●	●	●	●	●		●	●	●
On-Call Modeling | *Ontario, CA*	City of Ontario	Dunn, J.		●	●					●		●		●		●
Comprehensive Water Resources Plan | *Oak View, California*	CMWD	Cathcart, J.					●	●			●			●	●	●
Water, Sewer, and Recycled Water Distribution System Master Plans | *Elsinore Valley, CA*	EVMWD	Mote, C.; Sarah G	●	●	●	●	●	●	●	●	●	●	●	●		
2018 Water and Sewer System Master Plan Updates | *Highland, CA*	EVWD	Kolli, V.; Cathcart, J. ; Mote, C.; Loucks, J.		●		●	●	●	●	●	●	●	●			●
2014 Water Sewer Master Plan | *High Desert, CA*	HDWD	Mote, C.		●	●	●				●	●		●			
Sub-Area Master Plans | *Irvine, CA*	IRWD	Dunn, J.	●	●	●	●	●	●			●	●	●	●		
On-Call Planning and Modeling | *Irvine, CA*	IRWD	Dunn, J.		●							●	●	●	●		●
On-Call Planning and Modeling | *Chino, CA*	IEUA	Dunn, J.					●	●				●		●		●
Water Resources Master Plan Update | *Irvine, CA*	IRWD	Dunn, J.		●	●					●	●	●		●		
Water Master Plan District 29 | *Los Angeles, CA*	LACDPW	Mote, C.; Garber, S.	●		●	●	●	●	●	●	●			●		
Long Beach Advanced Treated Recycled Water Feasibility Study | *Long Beach, CA*	LBWD	Cathcart, J.		●	●					●		●				
Groundwater Replenishment System Hydraulic Modeling Services, La Palma Basin Analysis | *Anaheim, CA*	OCWD	Dunn, J.				●	●				●					
2019 Sewer Master Plan Update | *San Bernardino, CA*	SBMWD	Cathcart, J.; Loucks, J.; Mote, C.		●			●	●	●	●			●			
2018 Collection System Master Plan Review | *Indio, CA*	VSD	Mote, C.; Hadacek, T.		●	●	●		●		●			●			
Water Master Plan | *City of Orange, CA*	City of Orange	Cathcart, J.; Pirijanyan, A.; Dunn, J.				●				●		●	●	●		
Water Master Plan | *Fullerton, CA*	City of Fullerton	Cathcart, J.; Pirijanyan, A.; Dunn, J.				●		●	●	●		●	●	●		
Water, WW, RW Master Plans	CVWD	Cathcart, J.; Pirijanyan, A.; Dunn, J.				●				●		●	●	●		

6.2 CITY OF ONTARIO LOCAL EXPERIENCE AND KNOWLEDGE

Our proposed team's involvement with the City dates back nearly two decades. Beginning with our experience with the New Model Colony project, we have performed planning studies and facility designs for much of the infrastructure construction in the southern portion of the City now known as Ontario Ranch. For that effort, we used the City's hydraulic models, and became very familiar with the criteria for design and construction. At that time, we were also very involved in updating and developing design standards the City now uses. Resulting from this, we performed other projects such as planning studies and design of gravity sewer facilities and lift station for the Edenglen development, which required detailed residential water use and sewer flow generation analysis.

This experience also has included work with IEUA, with whom the City is a member agency. With IEUA, our team has conducted on-call engineering services of their regional recycled water system. This allowed us to become very familiar with the region's water use and sewer collection systems. Design projects located in the City such as pipelines and regional plant pumping infrastructure designs have also been performed. These projects have provided our team the local experience and knowledge necessary for successfully completing the tasks for your as-needed tasks.

Our services with contracts directly with the City began with an as-needed hydraulic modeling agreement to study various alternatives and impacts to the existing recycled water system. Stantec currently holds an on-call services agreement where several tasks have been performed. Tasks from this agreement and other projects contracted directly with the City include:

- **Various hydraulic modeling scenarios of the recycled water system**
- **Non-potable Well Supply Study**
- **Recycled Water Master Plan Update**

More recently, our team's experience includes relevant sewer pipeline design projects either in progress or recently completed with OMUC:

- **North Vineyard Sewer Diversion Project** - Final Design and Feasibility Study/Preliminary Design Report (FS/PDR)
- **Archibald Sewer Diversion Project** - Final Design Feasibility Study/Preliminary Design Report
- **Piemonte Sewer Diversion Project** - Piemonte Sewer Feasibility Study for the Adept Development and Final Design of the sewer improvements in Mercedes Lane and Ferrari Lane, including engineering support services during construction.

For each of these projects use the City's design criteria and guidelines and master planning documents. Future systems conditions were developed, alternatives analysed, and future improvements recommended.



6.3 REFERENCES

Client & Contact Information	Description of Services	Team Member(s)
City of Ontario, Ontario Municipal Water Company Name: Omar Gonzalez, PE Title: Senior Engineer Phone Number: (909) 395-2578 Email: oegonzalez@ontarioca.gov	Several sewer design projects such as Archibald Sewer Diversion and Piemonte Sewer Diversion projects.	Jeff Dunn Nita Kazi Nahid Heidarbaghi
Inland Empire Utilities Agency Name: Jerry Burke, PE Title: Director of Engineering Phone Number: (909) 993-1548 Email: jjburke@ieua.org	Performed Recycled Water Program Strategy, pipeline and pump stations designs at RP-1 and RP-5 facilities and Montclair Force Main which is about 4,686 feet of a new 20-inch HDPE force main with trenchless construction across CalTrans right of way.	Jeff Dunn Jeff Endersby Chris Mote Jim Cathcart
Irvine Ranch Water District Name: Malcom Cortez, PE, Operations Eric Akiyoshi, PE Engineering Manager, Planning Title: Principal Engineer Phone Number: (949) 453-5854 Email: cortez@irwd.com	Performed several studies and design projects for pumping and control facilities, including the Orange Park Acres Transmission Main project with 20,000 lf of 16-inch water main.	Jeff Dunn Nahid Heidarbaghi Jim Cathcart
City of Orange Name: Tuan Cao, PE Title: Senior Civil Engineer Phone Number: (714) 288-2492 Email: tcao@cityoforange.gov	Performed a water master plan, on-call modeling services, and pipeline and meter replacement projects, including the UCIMC pipeline replacement project.	Jeff Dunn Nahid Heidarbaghi
City of Manhattan Beach Name: Tim Birthisel, PE Title: Senior Engineer Phone Number: (310) 802-5368 Email: tbirthisel@manhattanbeach.gov	Water Master Plan Update and Peck Reservoir and Pump Station project.	Jeff Dunn Adelina Pirijanyan Chris Mote Sarah Garber

6.4 PROJECT SPECIFIC EXPERIENCE

Irvine Ranch Water District

[1]Eric Akiyoshi, Engineering Manager, Planning (949) 453-5552 | akiyoshi@irwd.com

[2]Belisario Rio, Senior Engineer, Development Services (949) 453-5394 | rios@irwd.com

[3]Rich Mori, (949) 453-5542

Team Members | Jeff Dunn[1], Nahid Heidarbaghi[2], Joe Long[3], James Cathcart

On-Call Planning and Modeling Support Services

Stantec performed on-call planning and modeling services, as part of the IRWD staff, located at IRWD headquarters. He prepared model analysis, technical memorandums evaluating facility planning studies, document reviews, and plan check support services. Jeff also supported IRWD staff in preparation of the potable and non-potable water master plans, including recycled water system expansion studies.

On-Call Plan Checking Services

Stantec performed on-call plan checking services as part of the IRWD staff, located at IRWD headquarters. Nahid provided plan checking services, which involved reviewing construction plans that were submitted to the District from consultants in various phases of design and all the revisions during the constructions. Projects involve water, recycled water, sewer or storm drain runoff facility improvements. She has supported IRWD staff and completed hundreds of plan checks over 10 years within the time frames requested by the District.

Michelson Sewer Lift Station Relocation

Provided design for lift station equipped with two duty pumps to provide a flow rate of 1,500 GPM and a "Cutter" pump with a flow capacity of 1,500 GPM.



Michelson Treatment Plant

All three pump motors were equipped with VFD, and housed in an air conditioned electrical room. A diesel power emergency generator is housed in a sound attenuated building. The wet well and force main was equipped with odor control equipment and the ventilation system was constructed in conformance with NFPA-820.

Lake Forest Zone B to C Pump Station

To progress the Lake Forest Recycled Water System improvements forward, IRWD retained Stantec for the Lake Forest Zone B to C Pump Station. The pump station will be primarily supplied directly from the Los Alisos Water Reclamation Plant. The new pump station will operate in a closed loop configuration and therefore be hydraulically isolated from Upper Oso Reservoir. The new recycled water pump station will be constructed on IRWD's existing Lake Forest Well No. 5 site located on the Northeast side of Lake Forest Drive, between Regency Lane and Vista Terrace. With implementing the planning and design efforts associated with the Lake Forest Zone B-C Pump Station, IRWD is intending to decommission and destroy the existing well and pump station located at the Zone B East Reservoir Site, and develop an intertie valve and metering station between IRWD's Zone C to Upper Oso Reservoir.

Irvine Boulevard-Portola Parkway Capital Facilities

We prepared the preliminary design report and final design for the domestic water, reclaimed

water, and sewer pipelines in Irvine Boulevard and Portola Parkway within the city of Irvine. The project involved the design of nearly 20,000 LF of 36-inch domestic pipeline; 6,802 LF of 12-inch domestic water pipeline; 12,700 LF of 16-inch reclaimed water pipeline; 7,073 LF of 20-inch reclaimed water pipeline; and approximately 2,800 LF of 12-inch sewer pipe. The plans were prepared with multiple pipe material alternates including PVC, ductile iron, and steel pipe.

Eastwood Multi-Zone Pump Station

The project involved a terminal pump station pumping to three differing pressure zones, surge mitigation measures, mechanical, electrical, structural, architectural, and I&C. The project included nine individual pumps with VFD control systems. Significant architectural enhancements were required due to the proximity of residential development, including noise mitigation measures.

Orchard Hills Zone A-C Recycled Water Pump Station and Zone C Pipelines

Stantec performed the planning and system layout analyses for the design of the

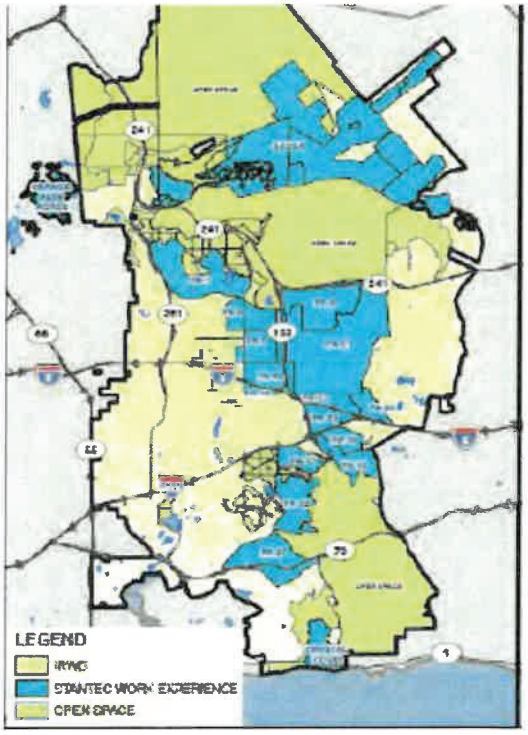
pump station and 16-inch pipelines to serve the future developments. The pump station has a capacity of 6,000 GPM located on a site near the IRWD Rattlesnake Complex.

Water Resource Master Plan Update Chapters 3, 4, and 5

This project involved updating the water supply, water demands, and storage chapters of IRWD'sWater Resource Master Plan (WRMP). The objective for this WRMP Update is to make this document an improved planning tool by updating it to match IRWD's system as a nearly built-out district with only infill and redevelopment areas primarily left for future demands. The WRMP Update revised water demand projections to be consistent with the recent water conservation measures with updated demand factors for each land use. The water supply chapter was revised with discussions related to their latest water supply sources added to the system since the previous planning document. Descriptions of their groundwater wells including as related to BPP, native surface water, and treated and untreated imported water were updated.
Each supply source was updated with a description of the contractual language and capacities. Supply reliability was addressed with mass balances analyses provided for certain outage scenarios of imported and groundwater supplies. The chapter was also updated to include their recent recycled water expansion projects. The storage chapter required investigation of storage criteria and assumptions, close coordination with IRWD planning staff to update their demand forecast tool, and cleanup of the GIS database. The GIS was utilized to update future demands for each land use polygon and create new storage areas to query and analyze storage area demands and requirements.

Potable Water, Sewer, and Recycled Water Sub-Area Master Plans (SAMP)

Since the mid-1990s Stantec has prepared over 20 Sub-Area Master Plans (SAMPs) and subsequent updates for potable water, sewer, non-potable water, and telemetry systems. Together they include 9,300 acres of development, with more than 53,000 dwelling units and 20 million square feet of commercial and industrial buildings. The ultimate population served within the eight study areas will comprise approximately 25 percent of the District's ultimate population and nearly two-thirds of the service area. To complete the SAMPs, we performed local and regional hydraulic modeling with extended period simulations, phasing studies, and regional storage analyses.



Stantec's IRWD Service Area Experience

Inland Empire Utilities Agency

Jerry Burke, PE, Manager of Engineering
6075 Kimball Avenue
Chino, CA 91708
(909) 993-1548
jburke@ieua.org

Team Members | Jeff Dunn, Chris Mote, Sean Neprud



RP-1 Mechanical Upgrades

Feasibility Study for the 1158 Zone Pump Station Upgrades

Stantec performed feasibility and surge protection analyses for upgrades to the RP-1 1158 Pressure Zone effluent pump station. It also evaluated an existing 8-mile long steel pipeline to solve its leaking issues.

Recycled Water Program Strategy

Stantec prepared a regional recycled water program strategy for IEUA which included an evaluation of the supplies and demands for identification of capital improvement needs for their 10 year CIP to follow the region's changes in water resource priorities.

As-Needed Hydraulic Modeling Services

Stantec hydraulic modeling and analysis services for IEUA's recycled water distribution system. The initial tasks required updating their existing model to Infowater software. The updating process included updating the existing model elements with current GIS and design information as well as adding in new facility model elements from their GIS database. The model was then calibrated with the latest demands information from their billing data, including creating diurnal patterns for the demands and supply facilities for EPS simulations. Pump stations and source water facilities were updated with SCADA flow data and pressure information. Workshops were conducted with IEUA staff to run the model in their presence to confirm calibrated results and controls set points. The model was analyzed for several projects such as expansions of three of the recycling plant effluent pump stations, pipeline improvements, and a recycled water program strategy to evaluate system needs for the ten-year CIP.

Regional Plant 5 (RP-5) Recycled Water Pump Station Expansion Bottleneck Pipeline

Stantec upgraded IEUA's existing recycled water pump station at RP-5.

1299 Zone/1630 West Pump Station and 1299 Zone Surge Analysis

Stantec performed hydraulic evaluation of the 1299/1630 Zones and final design for replacement of existing check valves and construction of new 750 gal surge tank protection system. For 1630 Stantec performed a pump station improvement including surge tank, valves addition, SCADA, and electrical services.

930 Zone Chino Hills Recycled Water Reservoir and Pipeline

Stantec prepared the pipeline layouts and design for approximately 12,500 LF of 30-inch diameter pipeline. The pipeline connects a new recycled water reservoir to the existing recycled water system. The alignment of the pipeline required several Caltrans and flood control channels, including several thousand feet within the access road of the channel. Coordination and permitting was required from the Army Corps.

IEUA RP-1 1158 Zone Recycled Water Pump Station Upgrades

The ongoing project upgrades the flow capacity of the existing 1158 pressure zone RWPS at RP-1 facility from 10,000 GPM to 17,400 GPM with redundancy. It also improves the hydraulic surge protection system for the upgraded pump station.

IEUA RMPU Yield Enhancement Improvements

Stantec provided preliminary designs to implement a 20 cfs pump station and a 10,000-ft force main pipeline, as part of the Recharge Master Plan Update (RMPU) Yield Enhancements Improvements in Inland Empire. The Preliminary Design Report included evaluation of the force main size and alignment, hydraulic calculations, pump sizing, pump station layout, and the cost estimate. The project will store and recharge additional storm water runoff and increase groundwater recharge of recycled water.

Eastern Municipal Water District

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Principal Civil Engineer
[2]Greg Kowalski, PE
Engineering Manager
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Perris, CA 92570
(951) 928-3777
el-hagem@emwd.org

Team Members | Jeff Dunn[1], Adelina Pirijanyan[1], Roxana Carrillo[1], Jim Cathcart[2], Jeff Endersby[2], Nita Kazi[2]

On-Call Services Task Order – 1650 Zone Realignment Study

Stantec performed a planning study evaluating the existing 1650 Zone existing and future system conditions. The evaluation consisted of field hydrant flow testing to validate and update the hydraulic model. Alternative analyses were performed and evaluated recommendations for realignment of the 1650 Zone based on collaborative effort with the District. Final recommendations included some areas being serviced by a lower pressure zone and some areas serviced by a higher pressure zone.

On-Call Services for Hydraulic Modeling and Fire Flow Testing

Stantec has performed on-call tasks for updates and evaluation of the hydraulic model to run fire flow analyses as development requests are submitted. Analyses involve a demand evaluation, fire flow requirements for the development, updates to the model, pressure zone performance reporting, and evaluation of system capacity including recommendations as necessary.

As-Needed Services for Design Condition Reports

Stantec has performed as-needed planning support services to the District in reviewing and approving of hydraulic system planning reports, called Design Condition Reports, that evaluate existing and proposed water, sewer, and recycled water infrastructure proposed by the development. Reviews of these reports include significant coordination between the District and development engineers.

Rice Road Pipeline Improvements Project

When EMWD identified an urgent and high priority project to design the Salt Creek crossing at Rice Road, they turned to Stantec for an accelerated trenchless pipeline design. The new project was needed to provide adequate fire supply for the proposed neighboring developments. Water pipelines were already in place along the north and south side of Salt Creek, but a new 18-inch interconnection pipeline was needed across Salt Creek to meet the fire flow required to continue construction of the neighboring development. The need for a trenchless creek crossing design, permits, and coordination with the County of Riverside for a future bridge at this location was identified. The Rice Road Pipeline project includes various studies, preliminary design, and final design for approximately 800-feet length of new 18-inch pipe constructed by trenchless methods within Rice Road at the Salt Creek crossing. The new 18-inch pipe will connect to the existing 18-inch PVC pipe constructed at the north and south side of Salt Creek with valves and appurtenances. Preliminary design will evaluate the alignment and trenchless methods and provide a proposed trenchless crossing recommendation for EMWD approval. The project includes survey, geotechnical study, traffic control concept, potholing, agency coordination, and trenchless final design. Final design will use a progressive design method, including submittals and assistance to EMWD for obtaining permits with appropriate agencies.

Valley Boulevard Potable Water Transmission Pipelines Phase 1 Project

Stantec is preparing a preliminary design report for the Valley Boulevard Potable Water Transmission Pipelines Project will improve operational reliability through conveyance redundancy to the existing pipeline in Murrieta Road (Phase 1) and will ultimately connect to Eastern Municipal Water District's (the District) Desalination Complex, once Phase 2 is completed, to deliver water to existing and new developments in the area. The Project is a critical part of the District's largest pressure zone known as the Perris Valley 1627. It involves approximately 4 miles of 30- and 36-inch pipeline (21,600 feet) from the Perris Valley Desalination Complex to McLaughlin Road.

6.5 TECHNICAL COMPETENCE

6.5.1 Software

Stantec has extensive experience using all commercial CADD, GIS and water related modeling platforms including AutoCAD, Revit, ArcGIS, ArcGIS Pro, InfoWater, InfoSewer, InfoSWWM, InfoWater Pro, WaterGEMS, WaterCAD, and EPANet. Stantec's team is extremely proficient in each of these platforms. We can provide turnkey solutions from existing databases, drawings, and analytic software for successful planning and design of the City's water and sewer infrastructure systems.

We also use Power BI as a planning tool and for asset management tasks. Power BI is a data analytics collection of software services, apps, and connectors that work together to turn your sources of data into coherent, visually immersive, and interactive insights. Your data may be an Excel spreadsheet, GIS, or a collection of cloud-based and on-premises hybrid data warehouses. It unifies data from these sources to create interactive, immersive dashboards and reports that provide powerful analyses to support decision making goals with actionable insights that drive business results.

Our in-house staff have wide array of software technologies to improve our quality of deliverables and efficiency in completing our projects. For virtual meetings, we utilize Microsoft Teams. Other technical applications we use on a routine basis are AutoCAD and Revit for many of our design projects, and InfoMaster and other related software for the majority of our asset management services.

6.5.2 Multi-Discipline Staffing Resources

For more than seven decades, Stantec has provided water resource engineering services to improve the quality of life in communities where we work. Over that time, we have added a full complement of engineering and planning disciplines to our portfolio to better serve our clients' needs. We take pride in a long history of being part of the communities we serve.

Dating back to the 1950s, we have successfully collaborated with municipal, state, and federal water resource agencies nationally and throughout southern California. We are a local southern California team, backed by national expertise. Today, Stantec is a community of approximately 25,000 people working in over 400 offices worldwide. With more than 240 water specialists in California, we provide a full range of water services to meet our client's requirements.

7.0 PROPOSED METHOD TO ACCOMPLISH THE WORK

Stantec's overall approach to on-call services is to provide functional, high quality studies and designs that minimizes impacts to the public during construction, keep construction costs in check, are easy to operate, exhibit low operation and maintenance costs, and low energy consumption. To achieve this, Stantec has created a multi-disciplinary engineering and design delivery team focused on managing, developing, and reviewing top-quality, innovative, client tailored projects. We understand that the disciplines that may be required for on-call contract can vary.

Our general approach to each project consists of the following basic principals that will be our focus to maintain throughout the project:

- Communication
- Quality Assurance/Quality Control
- Minimizing Your Risks

The Stantec team is nimble and can flexibly provide the full suite of services include in your anticipated scope of work including, and not limited to, planning and feasibility studies, environmental services (CEQA /NEPA document preparation and compliance), geotechnical investigations, asset management , hydraulic modeling and model maintenance utilizing Innovyze InfoWater software for potable and recycled water, and Innovyze InfoSewer, software for sewer, water resources planning and management support, surveying and mapping (including easement assessments, right of way preparation, and mapping, and conduct potholing services), erosion control and storm water pollution prevention, hydrology and drainage engineering, plan checking, permitting support, grant writing services, street improvement and highway design engineering, civil, structural, mechanical, instrumentation, and electrical engineering and design services, traffic control, landscape architecture, and property acquisition. Our staff also routinely provides engineering services during construction, as well as construction management. Stantec has the full capability from initial concept to final construction services.

Stantecs approach and method for on-call engineering services contract is simple:

6. We listen and ask questions to understand your goals, the project/task order, your schedule, and your budget.
7. Our Program Manager, Jeff Dunn, then selects the appropriate task leader with the necessary skill sets.
8. We define or refine the scope of work and conduct a resource check to select the right project team with availability to meet your schedule and budget.
9. We select subconsultants, if needed, to support Stantec personnel in completing the project/task order.
10. Jeff works with the senior task leader to develop a final scope of work, schedule, and budget for review and acceptance.
11. Upon notice to proceed, we prepare a detailed project execution plan that outlines the final scope of work, staffing, budget, background information/required data, and quality control plan. If needed, we will also include a risk assessment, health and safety plan, and communication plan. We then prepare a detailed schedule that includes our quality control review time and your review time. The project execution plan documents the project goals and allows the team to deliver solutions to meet your exact needs and helps to avoid misunderstandings.

When the City provides written notice to proceed, detailed schedule is bult from the bottom up, from the time you want the project/task order completed or operational. We then analyze each project component for risk and critical path, such as permitting from various agencies, environmental reviews, land acquisition, or lead times on equipment and material promoting pre-procurement. Once we identify the risks and critical path items, we can build a schedule for everyone to agree upon. This process proactively helps identify major issues up front so they can be addressed prior to project execution.

All Stantec's projects/tasks are managed by experienced staff and all quality control is performed by experts in their fields of study. These requirements are in place to prevent major issues from being overlooked. In the event a major issue is identified, Jeff will immediately address with the City's project manager. In addition, frequent communication with the internal team, as well as with the City, assists in identifying issues so they can be resolved quickly and efficiently.

Scope of Work Development

Upon receiving an opportunity to respond to a project/ task order under your on-call contract, Jeff will work with the Stantec team to prepare a detailed scope of services, schedule and budget for the work to be completed. Our emphasis will be on delivering the staff with the necessary experience and skill sets for assigned tasks.

Technical Task Leader Selection

Jeff will identify the appropriate task leader to execute the project/task order. He and the task leader work together to select the staff and subconsultants that will bring the best value to the City. For some task orders, multiple disciplines will be necessary, requiring specific task leaders. In this instance, the scope of work will be reviewed by the selected task leaders to define the work boundaries. The task leaders will report directly to Jeff, who will be the primary point of contact for the City throughout the execution of all projects/task orders.

Resource Staffing

Each project/task order will have different requirements and different goals that need to be considered for assigning staff and resources. Some task orders may require high levels of experienced personnel with a specific expertise while some projects/task orders may be routine deliverables driven by schedule. Stantec will staff each project/ task order with a focus on meeting the needs of the project/task order, team availability to meet your schedule and your budget. In developing our resource staffing plan, we always work to minimize the long- term cost of the project using experienced task leaders partnered with senior and mid-level staff as appropriate. Stantec strives for the most cost-effective mix of expertise and labor classifications to deliver value. One of the most important services Stantec offers is access to our company's resources and those of our subconsultants. This begins with local, experienced project management and technical staff who are readily available and responsive to your needs. Requirements for additional experts, senior, or junior-level staff can then be determined, as warranted by the scope of work.

Quality Assurance/Quality Control

We have a proven procedure for establishing and maintaining the quality of our professional work products. Our QA/QC process includes proactive planning and implementation of appropriate procedural controls to provide and promote consistent delivery of high-quality services and work products. This process allows us to review all content with an experienced engineer with knowledge of the project as well as an independent

senior engineer who can look for issues that may not be apparent to those who have been involved in the day-to-day preparation of the deliverable. In addition all project activities and deliverables are overseen and checked by the task leads for the project. This strategy not only provides thorough quality assurance for our deliverables but also provides consistency amongst analyses and deliverables.



We focus on enhancing the sustainability and wellbeing of each community we serve. As we build on what's already in place, we make sure to maximize your existing investments, helping you realize the best value for money spent.

Figure 1 on the following page shows the anticipated key steps for a typical project/task order and identifies how Stantec will bring collaboration to the City on all aspects of a typical project/task order.

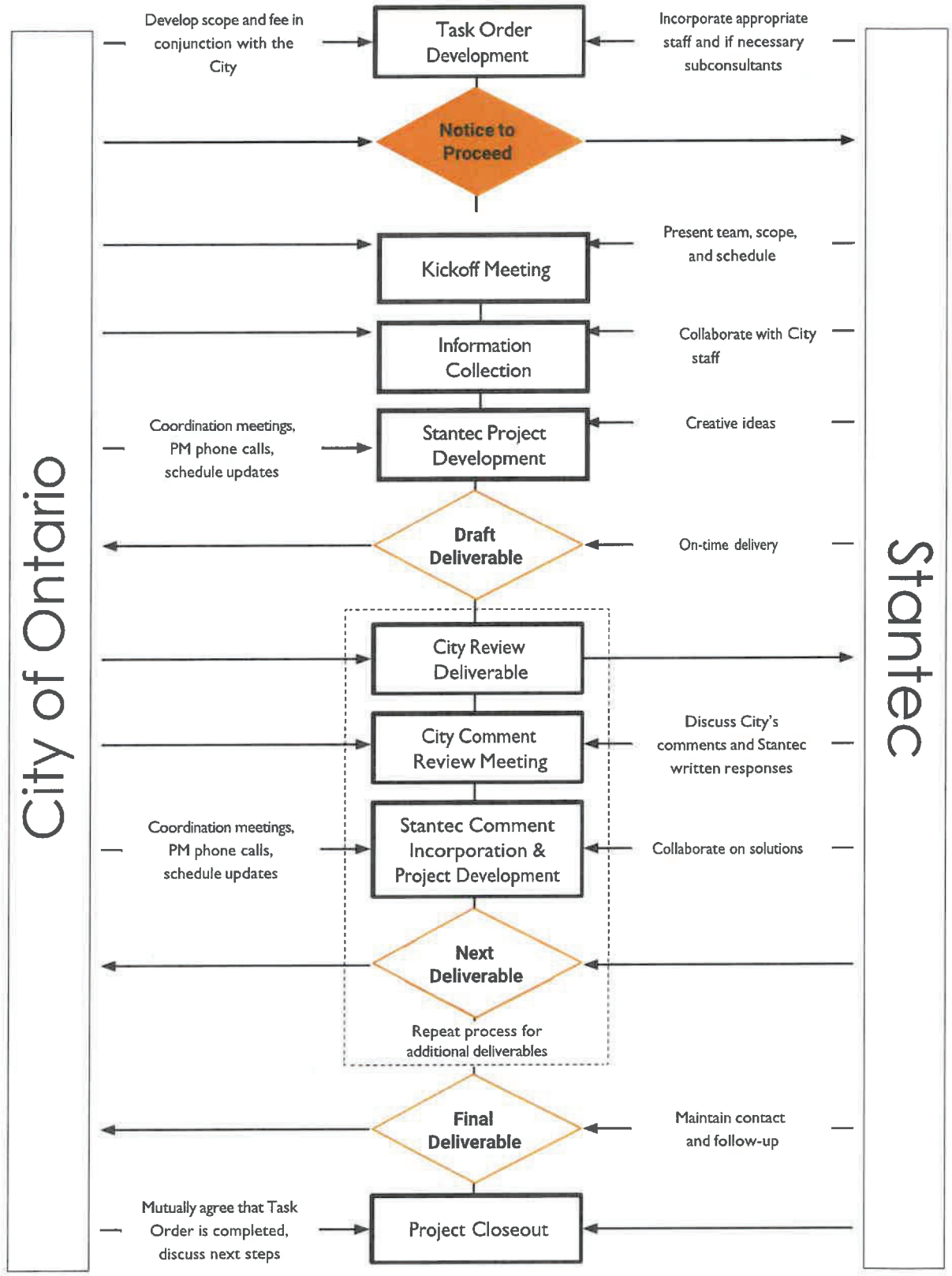
Preliminary Design

Depending on the nature and complexity of the project, a PDR is recommended that includes a 30% design level addressing the initial design aspects of the project and establishing design requirements and criteria. The preliminary design will include field investigations, including utility search, potholing activities, and geotechnical investigations as necessary. Specific elements of a PDR include:

- Project Design Criteria
- 30% Design plans
- Utility Research
- CEQA and Permitting requirements
- Preliminary drawing list
- Construction recommendations
- Construction scheduling requirements to be included in the construction documents
- Project schedule including design, bidding, and construction activities
- Specifications Table of Contents
- Opinion of probable construction costs

Final Design

During the final design phase of the project, we progress the preliminary design into a bid package with construction drawings, project specifications, and an opinion of construction costs. As the design packages are being completed, we work with the stakeholders and permitting agencies to incorporate the necessary requirements, including any traffic control drawings that may be required. The final design package can be submitted for the City's review at various completion levels such as 60%, 90%, and 100% design completions.



Stantec and City Collaboration during Project Delivery

Figure 1
Project Process

9.0 INSURANCE

As shown in the sample insurance certificate, Stantec will provide current insurance certificates upon selection that meet the insurance requirements.

ACORD **CERTIFICATE OF LIABILITY INSURANCE** 10/1/2020 DATE (MM/DD/YYYY) 9/13/2019

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

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

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1414100 STANTEC CONSULTING SERVICES, INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012
IRVINE, CA - 1840

COVERAGES CERTIFICATE NUMBER: 15991749 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2019	10/1/2020	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF ONTARIO ON-CALL DESIGN SERVICES

CERTIFICATE HOLDER
15991749
CITY OF ONTARIO
303 EAST "B" STREET
ONTARIO CA 91764-4196

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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10.0 LITIGATION

The projects with our proposed team have not had any of the listed occurrences described in the RFQ. There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec has hundreds of offices throughout the world and does have some legal proceedings, lawsuits, and/or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who, with Stantec's active involvement, are in the process of adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment.

11.0 OTHER INFORMATION

Descriptions of our work on past City projects in are provided as proof positive of our experience in addition to our involvement in the community. We are thorough, accurate, and staff our projects to deliver successful implementation within budget. We have worked within the City for more than fifteen years and are very knowledgeable with your service area and planning requirements.

11a. ABILITY TO MEET SCHEDULES AND BUDGETS

We understand the importance of timelines and quality; therefore, we will work closely with you to determine key project milestones and then adjust our schedule to meet those milestones. Sections 4 and 6 provide a detailed description of our staffing capabilities and past project experience where we demonstrate our past successes. Should additional support be required in any area, we are able to pull from our 240+ water resource professionals in California alone.

11b. GIVING WITH OUR COMMUNITY IN MIND

As a company, we have a passion for creating strong and vibrant communities. We aim to make a difference in the places where we live and work. Through donations, sponsorships, and volunteering, we connect with our communities and help strengthen them in meaningful ways.

Dollars for Doers

We care about the people that work for us. We want them to thrive not only at work but also in their communities — that is why we started our Dollars for Doers program. We encourage every employee that works with us to take part in initiatives that improve the world around them, so much so that we have committed to donating $500 to any charity for 25 hours of volunteering.

Stantec in the Community Week

Stantec in the Community Week is about bringing our hearts and hands together to make a difference by collectively volunteering in the communities we serve. It is why we design with Community in Mind. A worldwide week of community service across the Company, Stantec in the Community events highlight the local initiatives we are passionate about and the causes we support. Sharing our Stantec spirit does not just happen one week a year,

it continues all year long. Our Company and our people invest in communities by donating time, expertise, and funds to many charities.

US Inclusion & Diversity (I&D) Council

Stantec established a sub-committee of our US Inclusion & Diversity (I&D) Council. The I&D subcommittee prepared a plan to drive five key action areas: Committing time and funds to STEM education within Black and other underserved communities to help foster the growth of our future industry leaders and help break the cycle that generates social inequity; making additional resources to groups we already support, such as the Architecture Construction Engineering (ACE) Mentor program, the National Organization of Minority Architects (NOMA), and others; enhancing and implementing internal programs, including our unconscious bias training and our hiring and career advancement practices; leveraging our digital platforms and community relationships to advocate for I&D issues in our industry and our communities; and leveraging resources for our employees' mental health and wellness.

Annual Water For People Stantec Employee Giving Campaign

Every year, Stantec hosts a company-wide employee giving campaign in support of Water For People. Water For People is a non-profit working across 9 countries to bring safe and reliable water and sanitation to 4 million people. Water for People works with communities to build water and sanitation infrastructure and ensure the communities understand how to keep the systems serving the people long into the future. The Irvine office has hosted various fundraisers including ping-pong tournament, cycling race, virtual trivia competition, and virtual game night. Roxana Carrillo has organized the office fundraisers since joining Stantec and is now leading company-wide efforts to continue bringing clean water and safe sanitation to Everyone Forever.



11c. PREVIOUS INVOLVEMENT WITH THE CITY

As described in detail in Section 6.2, our experience directly with the City dates back more than a decade working within the City beginning on projects such as the New Model Colony (now Ontario Ranch) and Edenglen developments. Our services with contracts directly with the City began with an as-needed hydraulic modeling agreement to study various alternatives and impacts to the existing recycled water system. Currently, Stantec holds an on-call services agreement where several tasks have been performed.

11d. NO CONFLICTS OF INTEREST

Stantec has no conflicts of interest in connection with providing the services outlined within this proposal.

APPENDIX



Appendix A: Resumes



Venu Kolli PE, PMP, ENV SP

Principal-in-Charge
34 years of experience · Pasadena, California

Venu is an Area Manager and Sector Leader in Southern California. He brings a wide range of capabilities in large civil works and water resources projects. He has served as principal-in-charge for several projects with the City of Los Angeles, Coachella Valley Water District, and Los Angeles County Department of Public Works. He has also supported Program Management contracts for Naval Facilities Command–Pacific, City of Los Angeles–Industrial Pretreatment and City of Los Angeles, Clean Water Program. Previously for OC San, Venu worked as project engineer and project manager for P1-37 Primary Clarifiers 16-31and related facilities; Preparation of Corrosion Control Standards; P1-100 Sludge Digester Rehabilitation; and P1-101 Sludge Thickening, Dewatering and Odor Control and P2-105: Digester Ferric Chloride Rehabilitation.

Venu is adept at leading multi-disciplinary teams to deliver complex engineering projects and has managed more than $2 billion in capital improvement projects over the course of his career. He has led project teams in all phases of engineering, including field investigations, inspections, feasibility analysis, and facility assessments; plan and specification preparation; scheduling; cost estimating; commissioning, and operations planning and start-up.

EDUCATION

MBA, Finance and Strategy,

MS, Environmental Engineering,

BS, Civil Engineering,

CERTIFICATIONS & TRAINING

Technical Management Program, UCLA Extension, Los Angeles, California, United States,

REGISTRATIONS

Professional Engineer #78197, California Board for Professional Engineers, Land Surveyors, and Geologists

Project Management Professional (PMP)® #1421477, Project Management Institute

Envision™ Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure

MEMBERSHIPS

Member, Water Environment Federation

Member, American Society of Civil Engineers

PROJECT EXPERIENCE

TOS 14 Los Angeles River and Arroyo Seco Low-Flow Diversion Project | Los Angeles Bureau of Engineering | Los Angeles, California, United States | 2017-Present | Project Manager

Venu is managing the design and construction of two LFD systems to divert dry weather flow from the Arroyo Seco and three LFD systems to divert dry weather flow from the LA River that are negatively impacted by multiple pollutants contained in urban runoff into local sanitary sewers for treatment at the City's Hyperion Water Reclamation Plant.

OCC-48 Eastside Water Recycling Project* | Los Angeles Department of Water and Power | Los Angeles, California, United States | Principal-In-Charge

The project scope includes a new pressure regulator station and approximately 82,500 feet of 16-inch diameter pipeline.

Hyperion Water Reclamation Plant (HWRP) Aqueous Ammonia Storage & Containment Enhancements | Los Angeles Bureau of Engineering | Los Angeles, California, United States | 2018-2020 | Project Manager

Venu managed the development of plans and specifications to provide a containment area, deluge system, and facility canopy.

OCC-55 Eastside Water Recycling Project* | Los Angeles Department of Water and Power | Los Angeles, California, United States | Principal-In-Charge

Venu oversaw the development of a feasibility report to construct a new recycled water pipeline. The project will expand the Metro Recycled Water System in an effort to meet City of Los Angeles recycled water goals. Recycled water will be supplied from the LAGWRP.

** denotes projects completed with other firms*

Coachella Valley Water District, Water Reclamation Plant (WRP) # 10 Solar Design | Coachella Valley, California, United States | Principal-In-Charge

Venu was PIC for development of preliminary design and final design documents for new solar power facilities at WRP 10. The objective of the project is to evaluate if installing a solar power facility is financially viable and the Return on investment (ROI) is reasonable. This project will maintain an affordable power source to CVWD over the next 30 years, reducing energy costs in the future while providing environmental benefits through lower greenhouse gases emissions.

WRP 10 Water Replenishment Project Phase 2 | Coachella Valley Water District | Palm Desert, California, United States | Principal-in-Charge

Venu was principal-in-charge for the design of the new 14-MGD Secondary Effluent Pump Station to completion and expand the storage capacity of secondary effluent from 35 MG to 85 MG. This project will significantly increase the flexibility of the plant during peak flow conditions. In addition, this project included 10,000 linear feet of pipe, new connections to existing percolation ponds, new turnouts to the headworks and process basins, and a new control building for the secondary effluent pump station. Complicating this work was the requirement to maintain operations of existing facilities while the new facilities are being constructed.

San Bernardino Municipal Water District, 2019 Sewer Master Plan Update | San Bernardino, California, United States | Project Principal

Venu is project principal for preparing a master plan based on CCTV evaluation and condition assessment of 45,000 sewer connections; 510 miles of gravity sewers and forcemains; 9,000 manholes; 14 active lift stations; and 20 diversion structures. The plan includes data from flow monitoring, and hydraulic modeling of the sewer system and lift stations

Venice Auxiliary Pumping Plant* | City of Los Angeles | Los Angeles, California | 2015-2016 | Project Manager

Venu oversaw pre-design, design, and design support services during construction of this newly plant. The design included installation of three dry pit submersible pumps with variable frequency drives, an underground wet well, an above ground electrical building, an interconnecting sewer and force main pipe network, as well as all ancillary mechanical, electrical and control systems. Venu helped coordinate with stakeholders and permitting agencies (United Coastal Commission, USACE, and Los Angeles' Traffic and Planning Dept.) for project approvals.

Wastewater Treatment Plant Capital Rehabilitation and Repair Plan | City of Palm Springs | Palm Springs, California | Project Manager

Venu evaluated the feasibility and cost to rehabilitate or replace all treatment facilities, developed a 10-year CIP to bring the wastewater treatment plant into compliance with the TDS and nutrient effluent requirements, estimated the plan's implementation cost, developed a CIP funding strategy, and proposed a rate schedule.

Seal Beach Pump Station Rehabilitation | Orange County Sanitation District | Seal Beach, CA | 2017-2018 | QA/QC

Venu reviewed final deliverables for the Station's rehabilitation. Our engineers also analyzed the Station's upstream trunk system to determine the best area to begin construction of four new facilities for odor control systems throughout the region. Stantec updated the OCSD collection system model to complete a capacity analysis of the pump station, developed a forcemain, rehabilitation plan, analyzed the upstream trunk system for odor control, and designed a facility with an aesthetically pleasing building with Green Building Code design approaches.

Peck Reservoir and Pump Station | City of Manhattan Beach | Manhattan Beach, CA | USD 35M | 2016-present | Principal-in-Charge

Venu is providing project oversight and client engagement in the preliminary design and design phase services for a new 8-MG cast-in-place concrete reservoir, an 8.6-MGD pumping station, a green sand treatment system, replacement of distribution system piping, new MSE retaining walls, and new site amenities. Stantec has developed a preliminary design report, 60% design documents, a draft initial study, and currently is in the process of completing design. The station will pump from the new reservoir into the distribution system and will be operated based on maintaining a set pressure in the distribution system. In replacing the existing reservoir, the new design meets current seismic requirements and will be hidden from the view of nearby residents. Functionally, the new facilities will provide increased system storage, maximize the use of local groundwater resources, and offer reliable storage for the foreseeable future.

Marina Del Rey Pump Station Odor Control Pilot Study for Wastewater Pump Station | Los Angeles Department of Public Works | Alhambra, California, United States | Project Principal

Venu is the principal-in-charge for the design support for the odor control pilot testing of a Calix ACTI-Mag™ magnesium hydroxide chemical dosing system at a wastewater pump station. The scope of services included assessing the operation and performance of the chemical dosing system supplied by a third-party vendor, Calix NA LLC (Calix). The team conducted site visits and documented observations, evaluated results, and prepared a technical report summarizing findings and recommendations.

Los Angeles Sewer Planning Support* | Los Angeles Bureau of Sanitation, Wastewater Engineering Services Division | Los Angeles, California | Project Manager

Venu managed this project to provide sewer planning support services and conducting special studies on sewer systems, as needed. Work is directed by the city staff to assist in daily duties and operations to complete projects and assignments related to the Sewer Condition Assessment Program, using the CCTV inspection technology.

** denotes projects completed with other firms*

Marina Del Rey Sewer Pump Station and Force Main Replacement | Alhambra, California, United States | Project Manager

Venu is leading the technical team to prepare a preliminary design report to rehabilitate the force main and existing pump station components, including pumping equipment, odor control, and the existing wet well and dry pit structures. The Preliminary Design Report (PDR) will be developed sequentially through design memos that establish design criteria, document constraints and stakeholder requirements, develop and analyze alternatives, and eventually make recommendations on alternatives' selection.

WATER PUMP & LIFT STATIONS

Tank Farm Lift Station* | City of San Luis Obispo | San Luis Obispo, California | Project Manager

Venu managed the design of a new 5 MGD Tank Farm Lift Station, rehabilitation of 10,000 feet of sewer line, and replacement of 5,000 feet of force main. He coordinated all permitting approvals for the design of the pump station with all involved stakeholders.

MASTER PLANNING

Corrosion Control Design Standards* | Orange County Sanitation District | Fountain Valley, California | Project Manager

Venu worked to develop corrosion control engineering standards during the preliminary and final design phases of OC San's projects. The project included preparation of corrosion control guide lines, standard drawings and master specifications for incorporation into the OCSD Engineering Standards.

WASTEWATER

Collection System Model and Sewer Master Plan* | City of Victorville | Victorville, California | Technical Advisor/QC Manager

Venu provided technical advisor services and managed QC for the update of the sewer system master plan. Work included flow monitoring, comprehensive hydraulic modeling of the sewer collection system, capacity analysis, and preparation of the capital improvement program.

CAPITAL PROGRAM DEVELOPMENT

Capital Improvement Planning and Prioritization Process Review and Enhancement* | Los Angeles Bureau of Sanitation | Los Angeles, California, United States | 2014-2015 | Project Manager

Venu managed a team that developed tools and templates for business case development. He also oversaw triple-bottom-line (social, financial, and environmental) prioritization and scoring criteria that can be consistently used for all Los Angeles Bureau of Sanitation Capital Improvement Plan projects across treatment, collection, pumping, and other Bureau assets. The methodologies and tools developed through this effort align with the Bureau of Sanitation's existing asset management and capital planning programs.

DCTWRP Berm Design Project* | City of Los Angeles Bureau of Engineering | Los Angeles, California | Principal-in-Charge and Project Manager

Venu oversaw pre-design, design, and design support services during construction of the berm improvements to meet USACE SPF requirements.

On-Call Agreements | Los Angeles Bureau of Engineering | Los Angeles, California, United States | Contract Manager

Venu has managed on-call contracts for more than 10 years for LABOE, including the scoping, staffing, and completion of more than 80 individual tasks. These tasks covered a wide range of engineering, including planning studies; preliminary design reports; design and construction of pipelines, pump stations, stormwater capture, and treatment facilities; and stormwater multi-benefit projects.

On-Call Agreements | Los Angeles Bureau of Sanitation | Los Angeles, California, United States | Contract Manager

Venu has managed on-call contracts for the past 12 years for LASAN, including the scoping, staffing, and completion of more than 100 individual tasks. These tasks covered a wide range of engineering skills, from planning studies, regulatory approval and permitting, through preliminary design, and covered many types of facilities.

WATER REUSE & RECLAMATION

City of Los Angeles, Clean Water Campus* | Los Angeles, California | 2015-2016 | Project Manager

Venu oversaw the development of Clean Water Campus, which would provide a home for the five divisions located on a vacant lot owned by LASAN at the corner of San Fernando Road and Humboldt Avenue (Humboldt Site). The proposed building will include a community learning center. The center will teach children and adults about the LASAN One Water Program, the Industrial Pretreatment Program, and solid resources management in Los Angeles. Venu coordinated with several stakeholders in getting consensus on the program.

STORMWATER

TOS No. 25 – Stormwater Capture Parks Program Pre-Design and Design Services | Los Angeles Department of Water and Power / Los Angeles Bureau of Engineering | Los Angeles, California, USA | Principal-in-Charge

Stantec is preparing 50%-, 90%-, and 100%-level contract documents for the design of the flow diversion structure, valve vault, hydrodynamic separator unit, infiltration galleries, Supervisory Control and Data Acquisition (SCADA), educational signage, and park restoration and improvements. Stantec is also preparing the SWPPP and erosion control plans for Valley Village and Whitsett Park North. Stantec is also developing the Envision Roadmap and Baseline and Strategy memorandum, and is coordinating the Envision certification process.

** denotes projects completed with other firms*



Jeffrey Dunn PE

Program Manager, Planning and Land Development Division Manager
29 years of experience

Jeff has experience in water resource planning and engineering design services for a variety of public agencies throughout southern California involving domestic water, recycled water, and sewer facilities. His planning experience includes more than 25 facility master-planning projects, as well as several hydraulic studies feasibility studies and preliminary planning reports for municipal domestic drinking water systems, recycled water delivery systems, and sewer collection systems. He is an expert modeler, having calibrated and analyzed water distribution systems supplied from multiple regional and local supply sources delivered to its customers via several pressure zones. His design experience of pipeline, pump station, and storage infrastructure are extensive and includes evaluations of operation and maintenance programs, condition assessments, and asset management analyses.

EDUCATION

Bachelor of Science in Civil Engineering

REGISTRATIONS

Professional Engineer #58455, State of California

PROJECT EXPERIENCE

Plan Check Services | Irvine Ranch Water District | Irvine, California | Project Engineer

Jeff provided plan check services which involved reviewing construction plans that were submitted to the District, as well as the review of sub-area master plans, grading plans, tract maps, and easement documents. He completed more than 20 plan checks over two years. All plan checks were completed within the time frames requested by the District, which is normally two weeks for the first check and one week for the second check.

Potable Water, Sewer, and Recycled Water Sub-Area Master Plans | Irvine Ranch Water District | Various Cities, California | Project Manager

Since the mid-1990s, Jeff has prepared SAMPs for IRWD's potable water, sewer, non-potable water, and telemetry systems. To complete the SAMPs, Jeff performed local and regional hydraulic modeling with extended period simulations, phasing studies, and regional storage analyses. Recently, a SAMP update was performed for the Portola Springs service area for flow monitoring and calibration of the sewer model.

Water Master Plan | City of Manhattan Beach | Manhattan Beach, California | Project Manager

Jeff managed the water master plan update, which included near- and long-term water supply demands, delivery of adequate flows and pressures for peak demands and fire protection, redundancy for service reliability with diversified water supply sources, and highest efficiency and lowest cost of operation. The master plan included hydrant flow testing and calibration of the City of Manhattan Beach's hydraulic model in InfoWater.

Water System Master Plan | City of Orange | Orange, California | Project Manager

Jeff is managing the water master plan to update the current hydraulic model which included calibrating the model with hydrant flow testing program, analyzing water demand and supply projections, evaluating optimization of supply facility operation, and providing a phased priority-based CIP with cost estimates. Water quality issues were addressed including water age analyses, identifying any deficiencies, and improving water circulation and redundancy within the system.

Water Resources Master Plan Update (WRMP) | Irvine Ranch Water District | Irvine, California | Project Manager

Jeff prepared an update of the water supply, demands, and storage chapters of IRWD's 2017 WRMP. The WRMP Update revised water demand projections to be consistent with the recent water conservation measures with updated demand factors for each land use. The water supply chapter was revised to include their recent recycled water expansion projects.

City of Anaheim Water Master Plan Update | Anaheim, California, United States | Water System Planning Lead

Jeff led the water system planning efforts for the City's water master plan update. The WMP focused on updating water demands and use factors, calibrating the existing distribution model, and preparing an asset management program. Jeff analyzed scenarios addressing supply variability between groundwater and imported between the east and west service areas, including impacts to PFAS issues. The goal was to develop an updated plan for capital planning through 2040 planning horizon.

** denotes projects completed with other firms*

On-Call Planning Support and Hydraulic Modeling Services | Irvine Ranch Water District | Irvine, California | Project Manager

Jeff performed on-call planning and modeling services, as part of the IRWD staff, located at IRWD headquarters. He prepared model analysis, technical memorandums evaluating facility planning studies, document reviews, and plan check support services. Jeff also supported IRWD staff in preparation of the potable and nonpotable water master plans, including recycled water system expansion studies.

Urban Water Management Plan - Tejon-Castac Water District | Lebec, California | Project Engineer

Jeff provided preparation and coordination for an Urban Water Management Plan. The plan required research and review of the water supplies entitled to the District, including entitlement from the California Aqueduct, local groundwater supplies, and water-bank accounts. The supplies were analyzed with projected water uses. A water shortage contingency plan was investigated along with the other required items to be addressed in accordance with the Urban Water Management Act.

Desert Springs Resort Water Supply Assessment | Imperial County, California | Project Engineer

An SB 610 Water Supply Assessment was prepared by Stantec for the Desert Springs Resort project. The project is a motor sports resort community covering 1,105 acres on property which has historically been used solely for agriculture purposes. The resort includes 1,475 residential units of various types, raceway facilities, commercial elements, and recreational facilities such as road raceway and four lakes for water sports. No domestic water provider serves the area so the project will be served by a private water utility company who will operate private water and wastewater facilities. Non-potable, or raw, water supply will be provided by Imperial Irrigation District.

Randall Street Domestic Water Improvements | Irvine Ranch Water District | Orange, California | Project Engineer

Jeff prepared plans and specifications, including cost estimates, for the Lolita and Randall Street Domestic Water Improvements projects. The project included approximately 1,300 LF of 8-inch PVC pipeline in existing streets, including traffic control for the congested Santiago Canyon Avenue. Improvements were required due to an old 8-inch steel pipeline that was leaking and needed to be abandoned. Pipeline improvements and services were reconnected the existing system to the new pipeline, including connections and valves to IRWD's intertie with City of Orange, along with service meter reconnections.

UCI Medical Center (UCIMC) Water Improvements | City of Orange | Orange, California, United States | Project Manager

Jeff is currently managing civil engineering designs to address UCIMC's desire to control the water system within its medical campus separate from the City of Orange's water system. The project involves design of a new master water meter and approximately 900 feet of pipeline design near the intersection of The City Drive and Medical Center Drive and the removal/replacement of two master meters along The City Drive with fire hydrants.

Regional Plant 1 (RP-1) South Zone Pump Station | Inland Empire Utilities Agency | Inland Empire, California | Project Engineer

Jeff provided civil design services to upgrade the existing RP-1 South Zone Pump Station, which consisted of three 2,790-gpm vertical turbine pumps and one 9,330-gpm vertical turbine pump, each with variable frequency drives. The project involved adding a fifth pump with associated variable frequency drive and controls. The new pump was a 9,330-gpm vertical turbine pump with 500-hp motor and variable frequency drive. The project also included modifications to the existing control programming to incorporate the fifth pump as a standby pump to alternate duty with the existing 9,300-gpm pump. This expansion was required to be operational by the end of May 2011 to meet IEUA's summer demands.

Hart Park and Stacey Lee Lane Lift Stations Rehabilitations | City of Orange | Orange, California | Project Manager

Jeff managed the preparation of construction plans and specifications for the rehabilitation of two lift stations in the City of Orange. The stations were constructed in the 1970s and require rehabilitation. The project required an initial field assessment to determine the extent of rehabilitations and scope. The design included replacement of the submersible pumps, panels, telemetry, valve vaults, force main, and miscellaneous site work at each station.

Recycled Water Program Strategy | Inland Empire Utilities Agency | Various, Califlornia | Ongoing | Project Engineer

Jeff has prepared a program strategy for IEUA's future recycled water system to incorporate their member Agency's demands plus maximizing recycled water recharge to their spreading basins. A basin implementation strategy was developed along with system model analyses out to year 2035. A 20-year CIP was developed in 5-year increments.

Inland Empire Utilities Agency (IEUA) - 1630 West Recycled Water Pump Station Surge Protection | Inland Empire Utilities Agency | Ontario, California | Project Manager

To resolve surging and pump failure problems in the 1299 Zone and the 1630 West Pump Station, Jeff performed hydraulic model services to evaluate the system operation, system, surge and risk of pipeline failures. He prepared a technical memorandum that recommended a new surge tank, including BCE evaluation of alternatives and risk management analysis.

Downtown Recycled Water System Expansion to Pearson Park | City of Anaheim | Anaheim, California | Project Engineer

Jeff created and performed hydraulic modeling services, utilizing InfoWater software, for the proposed recycled water expansion project to serve future conversion of parks and other irrigation customers to be supplied from the treatment facility. The analysis required an alignment study, determine pipe sizing, and analysis using supply SCADA information from the treatment facility and pressure criteria. Existing demands were calibrated based on billing and supply SCADA information.

On-Call Hydraulic Modeling | Inland Empire Utilities Agency | California | Project Manager

Jeff managed and performed hydraulic modeling services for the Agency's recycled water model using the InfoWater software. Hydraulic modeling was performed to support the Recycled Water Program Strategy and preparation of technical memorandums such as for the WRCWRA supply options, and City of Ontario's Euclid Ave expansion project.

Groundwater Replenishment System (GWRS) Hydraulic Modeling Services and La Palma Basin Analysis, Orange County Water District | Anaheim, California | Project Manager

Jeff performed the services to create a complete calibrated model InfoWater of the GWRS pump station, pipeline, and pipeline facilities. The model was combined with their barrier well pump and system for source water considerations. The modeling was calibrated and analyzed to ensure minimum pressures are maintained at Anaheim's power plant under several operating and future flow conditions to their basins.

Newport Center Areas and Fashion Island Recycled Water Conversion Project | Newport Beach, California | Project Manager

Jeff prepared a technical memorandum, feasibility study and hydraulic analysis for the conversion of existing potable water customer meters serving landscape demands to a new recycled water system. The recycled water supply is from the OCWD GAP pipeline, which required model analysis and coordination with OCWD to determine supply and hydraulic constraints from their pump station. Meter billing data was analyzed and potential customer recycled water demands were calculated for various demand scenarios and phasing.

1630 East and West Pump Station Improvements | Inland Empire Utilities Agency | Ontario, California | 2017 | Project Manager

Jeff led the team for preliminary and final engineering services to replace existing check valves and add a new surge tank to the suction side of the existing pump station. The pump station experienced significant surging and pump failures, and to resolve, Stantec performed an analysis and provided design solutions. A new 1,000 cf surge tank, along with air compressor, and new electrical controls were designed for the facility.

RP-1 1158 Zone Recycled Water Effluent Pump Station Upgrades Feasibility Study and Final Design | Inland Empire, California | 2017 | Hydraulic Analysis

The study evaluated the RP-1 pump station operation to determine the proposed pump capacities and horsepower requirements. It was recommended to replace the four existing 400-hp pumps, with four new identical capacity 700-hp pumps, each with a design capacity of 5,700 gpm. This capacity nearly doubles the existing capacity of each pump, which are currently at 2,780 gpm. Additionally, the project evaluated the system transients with surge protection recommendations for a new surge tank. The existing transformers, VFDs, and MCC are also replaced with the electrical upgrades.

Edenglen Sewer Lift Station Upgrades | City of Ontario | Ontario, California | 2010

Jeff performed an evaluation of the performance of an existing lift station that was originally design to serve 225 homes, but subsequently was required to serve 480 homes. Evaluations consisted of field flow monitoring; hydraulic model analysis; inspections of existing facility; and alternatives evaluations for costs and horsepower requirements, pump sizing, force main, and phasing options. A preliminary design report was prepared to identify the details for the upgrades, bypass pumping, and phasing considerations. The station was replaced with two 75-hp Essco submersible pumps and control panels, with VFDs that provided for phased flow operation; new electrical and controls; a portable stationary generator; engine driven bypass pump; and parallel force main.

Loara Street 8-inch Water Main Replacement from Orangewood Avenue to the City Limit | Anaheim Public Utilities | Anaheim, California | USD 471.4k | Project Manager

Jeff is managing the design of approximately 1,325 feet of 8-inch ductile iron pipe to replace the existing 6-inch asbestos concrete pipe water main. The project involves vertical and horizontal pipeline design, utility research, and coordination with the City to obtain field survey information. The proposed pipeline will help improve system reliability and hydraulic capacity, which will, in turn, provide better water pressures and fire flow capacities to the customers in the project area.

Lincoln Avenue Water Main Replacement | Anaheim, California | Project Manager

Jeff was responsible for the design and preparation of construction plans, specifications, and cost estimates for the water main replacement project which included 1,300 linear feet of new 12-inch DIP water main in Lincoln Avenue, from East Street to La Plaza. The new pipeline was installed to parallel the existing 8-inch line, requiring connection details and fire hydrant connection details. Each hydrant required about 100 linear feet of new pipeline and the plans were to show sequencing details.



Nita Kazi PE

Capital Improvements Projects Division Manager
29 years of experience

Nita's experience portfolio includes planning, design, and construction support for water, wastewater, and recycled-water distribution, pump stations, conveyance, and storage projects for both public and private sectors. She has collaborated with diverse technical teams, managed contracts, delivered on client commitments, and facilitated owner and stakeholder communication to achieve project success. Her abilities include leading and developing high performing delivery teams by using adaptive and innovative problem-solving techniques to meet operational objectives and manage risk. Her people-centered approach to communication and project management empowers the team to serve in the best interest of our communities.

EDUCATION

Bachelor of Science, Civil Engineering

REGISTRATIONS

Professional Engineer #57669, State of California

PROJECT EXPERIENCE

CONVEYANCE - WATER DISTRIBUTION

Murrieta Road Transmission Pipeline Design and Construction* | Eastern Municipal Water District (EMWD) | Perris, California, United States | 2021 | Project Manager

Nita was project manager for alternatives evaluation, preliminary design, and final design services for the Murrieta Road Transmission Pipeline Improvements. This project is being implemented as part of District's overall groundwater basin management and desalination efforts to drought proof the region and provide a reliable alternate water source to reduce reliance on imported water. This project will provide the additional capacity required to convey the Perris II Desalter product water to the District's existing water transmission system located south along Murrieta Road to La Piedra Road. The project was initiated at an expedited schedule to coordinate with the Desalter completion schedule and includes approximately 6,800 LF of 36-inch and 42-inch steel pipeline, trenchless design at Salt Creek, narrow streets with congested utilities, coordination with City of Menifee, Riverside County Flood Control District, Riverside County Transit District, and District's team for coordination of hydraulic modeling, public outreach, environmental, real estate, safety pre-use, and field operations. Project was bid in 2021, Contractor (JW Fowler) began construction in May 2021.

Valley Boulevard Potable Water Transmission Pipeline | Eastern Municipal Water District | USD 20M | 2022-Present | Project Manager

Design of approximately 22,000 feet of new 30/36-inch pipeline in Valley Blvd from the District's desalination complex to the intersection of Rouse Road and Murrieta Road. The project requires extensive and close coordination with several proposed projects by developers, City, USACOE, and the District along the project corridor. Schedule and work sequencing with the adjacent projects is critical to manage conflicts and for the success of this project. Stantec completed the alignment alternatives evaluation and identified a potential cost savings of approximately $1.5M with alternative corridors that will reduce community impacts. The project is in preliminary design phase and is expected to complete design phase by May 2024.

Otay 2nd Pipeline Phase 3 Improvements* | City of San Diego | San Diego, California, United States | Technical Advisor

Nita's role as technical advisor for this project was to perform quality reviews for upsizing 3,403 LF (0.64 miles) of the Otay 2nd Pipeline to 48-inch diameter CML&TC and CMC welded steel pipeline from the 54-inch reducer south of State Route 54 (SR-54) to the new 48-inch flange at Sweetwater Road east of Willow Street. The project included alternative alignment evaluation, preliminary design report, final design of approximately 5,400 LF of 48-in CMLC tape coated steel pipeline, approximately 1,120 LF of 8-inch distribution pipeline for Sweetwater Authority customers, community outreach, liaison support with other agencies, and traffic control. Project final design is expected to be completed by end of 2021.

** denotes projects completed with other firms*

Ridgemoor Pipeline Improvements* | Eastern Municipal Water District (EMWD) | Perris, California, United States | Technical Advisor/QC Manager

As technical advisor and QC manager, Nita's role involved alternatives evaluation and preliminary design as part of District's efforts to upgrade aging infrastructure and serving the developing communities. The project includes approximately 5,000 LF of a new 24-inch steel pipeline and replacement of the existing 12-inch pipeline, in narrow streets with congested utilities, coordination with City of Menifee, and the District's team to coordinate hydraulic modeling, safety pre-use, and field operations. Alternatives evaluation identified and recommended a preferred alternative for final design. The Preliminary design report was completed in May 2021.

Morena Water Pipeline Replacement (part of Morena Pump Station and Conveyance System Project)* | City of San Diego | San Diego, California, United States | Design Manager

Nita was the design manager for work that has been included as part of the City of San Diego Pure Water Program and involves the replacement of the Morena Pipeline from Friars Road to Balboa Avenue. The Morena Pipeline consists of 3.75 miles of 16-inch cast-iron and 20-inch asbestos cement (AC) pipe currently serving both transmission and distribution functions. The project involves replacement of the existing pipeline with a 16-inch polyvinyl chloride (PVC) distribution pipeline and a new 36-inch welded-steel transmission pipeline.

Otay 2nd Pipeline Phase 1* | City of San Diego | San Diego, California, United States | Design Manager

As design manager, Nita was responsible for the design, assistance during the bid, and construction support for the replacement of the existing 30-inch Otay Phase I water pipeline with 48-inch steel pipe. The scope of work includes pipeline design calculations; conceptual design of the pressure relief valve (PRV)/Pump Station Connection Plan for the 30 percent, 60 percent, 90 percent, and final design; cost estimate, coordination of San Diego's Metropolitan Transit System (MTS) permit; engineers Off Property Contact (OPC); and a 60 percent constructability review.

As-Needed Water Pipeline Replacement Design* | Vista Irrigation District | Vista, California, United States | Technical Advisor/QC Manager

Nita was the technical advisor and QC manager for the expedited design of the District's Group Job Pipeline Replacement Projects to reverse catastrophic failures experienced on its Nipponite asbestos cement (AC) pipe installed in the 1960s. Group Job 1 includes the replacement of approximately 10,000 feet of 10-inch, 8-inch, 6-inch, and 4-inch AC pipe with polyvinyl chloride (PVC) pipe. Group Job 2 included replacing 13,000 feet of 6-inch, 8-inch, and 14-inch AC and steel pipe with PVC pipe.

Cielo Woodman Water Pump Station Replacement* | City of San Diego | San Diego, California, United States | Project Engineer

Nita was the project engineer on a proposed project that involves replacing the aging, below-grade, and undersized existing pump station with a new, larger-capacity, modern station. The project will increase the pump station capacity from 2,000 gpm to 11,000 gpm using five 250 hp pumps. Nita performed concept site evaluation for the facility including pump house, yard piping, emergency generator, surge-control facilities, vehicular access, and stormwater control. The civil design was conducted in accordance with City stormwater regulations and Development Services requirements. Nita also prepared final design drawings and specifications for all demolition work of the existing pump station, all civil site and yard piping plans, grading, and drainage plans.

Desalination Conveyance Feasibility Study* | San Diego County Water Authority | San Diego, California, United States | Project Manager

As project pngineer, Nita evaluated the Authority's pipeline and easement for construction of a parallel desalinization pipeline, including hydraulic analysis and cost estimate.

Potable-Water Distribution Main* | Otay Water District | Spring Valley, California, United States | Project Manager

As project manager, Nita prepared design document for polyvinyl chloride (PVC) 711 Zone water mains. Nita's scope of services included developing preliminary cost opinions and providing bid-phase support for 16-inch, 20-inch, and 24-inch-diameter potable-water distribution mains. The first set of pipelines is sequential located in H Street beginning at Eastlake Drive and continuing for approximately 4,800 feet. The second main is in Rancho Janal Drive from Otay Lakes Road north approximately 2,400 feet. The pipelines connect existing portions of the distribution system and provide additional support to the pressure zone. Construction was successfully completed in 2002.

Torrey Pines/La Jolla Boulevard Water Main Relocation* | City of San Diego | San Diego, California, United States | Project Manager

In her role as project manager, Nita prepared design documents and provided construction support of approximately 4 miles of 16-inch and 12-inch polyvinyl chloride (PVC) water main relocation, including traffic control, noise study, and water pollution control plan.

Unit X-2B Pipeline* | Olivenhain Municipal Water District | San Diego, California, United States | Project Engineer

As project engineer, Nita was tasked with design and specifications for 3,400 linear feet of 10-inch and 12-inch ductile iron pipeline (DIP). Nita provided bid-phase and construction-phase support services, including field inspections and shop drawing reviews. The waterline runs below one of the access roads for the District's Water Storage Project. The project was successfully completed in 2000.

** denotes projects completed with other firms*

Water Treatment Plant* | Olivenhain Municipal Water District | San Diego, California, United States | Project Engineer

In her role as project engineer, Nita provided design and specifications for 42-inch raw water and 48-inch treated water steel pipelines. This project involves one part of the District's Water Storage Project.

Via Ambiente Pipeline* | Olivenhain Municipal Water District | San Diego, California, United States | Project Engineer

In her role as project engineer, Nita was tasked with design and specifications for 3,400 linear feet of 10-inch and 12-inch ductile iron pipeline (DIP). Nita also provided bid-phase and construction-phase support services, including field inspections and shop drawing reviews. The waterline runs below one of the access roads for the District's Water Storage Project. The project was successfully completed in 2000.

Avenida Pico Transmission Main* | Tri-Cities Municipal and Laguna Beach County Water Districts | San Diego, California, United States | Project Engineer

Nita was the project engineer in charge of designing 9,800 linear feet of 20-inch to 36-inch high-pressure steel transmission main and developing specifications. Construction support included shop pipe fabrication observation, American Water Works Association (AWWA) compliance verification, shop drawings review, and construction observation. Construction was successfully completed in 1992.

Water Main Replacement for Newport Avenue and Warren Avenue* | City of Tustin | Tustin, California, United States | Project Engineer

As project engineer, Nita designed a pipeline on the AutoCAD version 12/DCA, including plan check and specifications for 10,400 linear feet of 8-inch, 12-inch, and 20-inch polyvinyl chloride (PVC) and ductile iron pipe (DIP) water mains. Construction was successfully completed in 1994.

Reservoir No. 2 and Pump Stations* | Mesa Consolidated Water District | Mesa, California, United States | Project Engineer

Nita was the project engineer for design, specification, and system analysis of an electrical and gas engine-driven pump station on school property. The project included 2,100 lineal feet of 30-inch steel transmission main, specifications, Occupational Safety and Health Administration (OSHA) permits, and coordination with an adjacent proposed 18 Mgal buried prestressed-concrete reservoir. Nita's responsibilities included shop drawings submittal review, construction support services, and field visits. An archaeologist was required during construction due to the discovery of fossils in the reservoir excavation. Construction was successfully completed in 1994.

Relocation of Water Main, Dale Street and Katella Avenue* | West Orange County Water Board | Garden Grove, California, United States | Project Engineer

Nita was the project engineer for design, specifications, and construction inspection of a 36-inch steel water main relocation. Nita designed water meter replacement and specifications for Feeder Nos. 1 and 2. Nita also prepared design plans for repair and replacement of various valves, meters, and pressure-reducing and regulating valves in 1996.

World Logistics Center | Highland Fairview | Perris, California | QA/QC

In addition to all infrastructure and civil design, Stantec is designing the public water and sewer facilities for the World Logistics Center complex. This includes approximately 16 miles of 12-inch to 24-inch water transmission lines, one 2.5-MGD booster pump station, and a 3-MG reservoir. Major sewer facilities include 5 miles of 8-inch to 15-inch diameter gravity mains, two 500-gpm lift stations and one mile of force mains. Stantec's work also includes hydraulic modeling of all facilities, and preliminary and final design incorporating multiple design packages over a two-year period.

Alvarado Trunk Sewer Phase IV Replacement Project* | City of San Diego | San Diego, California, United States | Project Manager

Nita's task as project manager for design was to replace approximately 3.5 miles of gravity sewer ranging in diameter from 30 inches to 42 inches, with deep gravity sewers up to 30-feet depths. The project included expedited alternatives alignment evaluation to relocate the trunk sewer away from private and commercial properties into the street right-of-way to facilitate improved maintenance access. Design included nine microtunneling and jack and bore drives which required permitting coordination with the California Department of Transportation (Caltrans), San Diego Metropolitan Transit System (MTS) and tunnel classification. Approximately 1.5 miles of existing trunk sewer needed to be converted to a collector sewer to continue servicing existing properties. Over 20 easement acquisitions were prepared, including extensive community outreach efforts, presentations to boards and site visits with stakeholders for a successful acceptance of the project. Nita provided support for environmental documentation and mitigated negative declaration (MND), traffic control, coordination with City Public Utilities Department (PUD), odor control evaluation, hydraulics evaluation, coordination with member agencies (City of La Mesa), coordination with Department of Drinking Water (DDW), and coordination with several utility agencies including utility relocations required by SDG&E, AT&T, and Cox. The estimated design fee is $4 M, with an estimated construction cost of $42 M. Project was bid in 2020, however due to non-responsive bid, City plans to rebid in 2021 and construction in Fall

** denotes projects completed with other firms*



James Cathcart PE, F.ASCE

Water Resources and Water Quality Division Manager
46 years of experience · Irvine, California

Jim has 46 years of experience in water supply and development in California. He has been responsible for 14 well equipping and/or wellhead treatment design projects, as well as numerous pipeline and pump station designs. Jim has also conducted several groundwater treatment studies for wellhead water quality compliance. He specializes in the planning, design, and construction management of water, wastewater, and reclamation infrastructure; master planning; ground- and surface-water treatment; pumping and storage; and pipeline design. Jim has provided expert witness services for water system design and groundwater contamination issues.

EDUCATION

Master of Science, Civil Engineering,

Bachelor of Science, Civil Engineering,

CERTIFICATIONS & TRAINING

Fellow, American Society of Civil Engineers, Irvine, California, United States,

REGISTRATIONS

Professional Engineer #C31518, State of California,

Professional Engineer #CE014350, State of Nevada

MEMBERSHIPS

Member, Transient Analysis Task Committee, American Society of Civil Engineers

Member, Reclaimed Water Standards Committee, American Water Works Association

Member, DPR Standards Committee, American Water Works Association

Past Chair, Water Resources Planning and Management Committee, American Water Works Association

Member, Recycled Water Committee, American Water Works Association

Life Member, American Water Works Association

Fellow/Life Member, American Society of Civil Engineers

Member, WateReuse Association

Member, Orange County Water Association

Peer Reviewer, American Water Works Association

PROJECT EXPERIENCE

2019 Sewer Master Plan Update | San Bernardino Municipal Water District | San Bernardino | Project Manager

Jim provided overall project review for this $1.5 million effort to guide modernization of the department's sewer collection system. This project includes the closed-circuit television camera (CCTV) and cleaning of 40% of the Department's pipes that are 12 inches or greater in diameter; a flow monitoring effort at 20 sites for multiple months; an equipment review; and a condition assessment of SBMWD's siphons, manholes, lift stations, and catch basins. Information from the CCTV and cleaning effort will be incorporated into the final master plan and recommendations will be made for condition-based CIP.

2018 Sewer and Water Master Plan | East Valley Water District | Highlands, California | 2018-2019 | Project Manager

As part of the master plan updates, Stantec evaluated potential changes in EVWD's potable supply from mainly groundwater to mainly surface water over the future planning horizons. The two updated master plans address condition assessment of EVWD facilities, model update and calibration, system evaluations, and development of a comprehensive CIP.

Water System Study* | City of Victorville | Victorville, California | Principal-in-Charge

Jim provided water system consulting services to the City to determine the feasibility of providing water service to a proposed Federal Bureau of Prison facility. Water system modeling was used to assess water supply options and impacts on the City's water system operations.

Wildomar Recycled Water System Phase I Design* | Elsinore Valley Municipal Water District | Lake Elsinore, California | Project Manager

Jim oversaw a master plan update and design of the Phase 1 Wildomar recycled water system, which included approximately 32,500 linear feet of 6- to 24-inch-diameter pipelines serving 20 sites in Lake Elsinore. Design included the necessary on-site system conversions associated with each recycled water use site.

** denotes projects completed with other firms*

Palos Verdes Recycled Water System Expansion* | West Basin Municipal Water District | Palos Verdes, California | Principal-in-Charge/Project Manager

Jim oversaw the development of an H2ONET hydraulic model to determine the feasibility of expanding the District's recycled water system into Palos Verdes. Potential customers included parks and two golf courses. Work included overview of preliminary pipe alignment selection along with pump station and reservoir facility siting for this very hilly area. The recommended system expansion included two new pump stations, a reservoir and over 60,000 feet of pipe along highways and residential roads.

Regional System As-needed Services* | Walnut Valley Water District | Walnut, California | Principal-in-Charge/Project Manager

Jim provided consulting assistance for the District's participation in combining its system with a proposed region-wide recycled water system. The regional system ultimately would include four local distribution systems, regional pumping and transmission facilities and a regional lake to store recycled water. Subsequent work involved reviewing the feasibility of constructing a membrane bioreactor (MBR) wastewater treatment plant to provide an alternate recycled water supply source for the District's system. The MBR plant cost estimate was $12.5 million, for a unit projection cost of $392/AF.

Sub-Area Master Plan* | Irvine Ranch Water District | Irvine, California | Principal-in-Charge

Jim oversaw the preparation of a SAMP report involving planning for the Shady Canyon residential and golf course development, including new water, sewer and reclaimed water distribution, collection, pumping and storage facilities. The facility plan included a hydraulic model using H2ONET for analyzing recycled and domestic water systems. Work also involved a spreadsheet model to determine land use-based sewer flows and sewer pipeline sizes.

Condition Assessment of Water Distribution System at Southern California Logistic Airport* | City of Victorville | Victorville, California | QA/QC

Jim provided QA/QC for a condition assessment report prepared for the Southern California Logistics Airport. An estimated 8 to 10 miles of pipe were surveyed, as well as mainline valves, hydrants, and associated lateral services. The project also involved design and oversight during construction of approximately two miles of replacement pipelines.

Industrial Way Water Transmission Main Replacement* | City of Newport Beach | Newport Beach, California | Quality Control

Jim provided project oversight and quality control design reviews for replacement of a 14- and a 30-inch-diameter water main with a single 36-inch-diameter water main within the Industrial Way public street right-of-way.

Miramar Pipeline Rehabilitation Project Phase III and IV* | City of San Diego | Miramar, California | Technical Advisor

Jim was the technical advisor during condition assessment, alternatives analysis and predesign of rehabilitation improvements for a 40-year-old prestressed concrete cylinder pipe (PCCP) ranging from 51 to 66 inches in diameter. The preliminary design report identified a reliable and cost-effective rehabilitation program that provided clear recommendations for rehabilitation or replacement and avoided unnecessary capital expenditures.

Facilities Management and Master Planning* | City of South Gate | South Gate, California | Project Manager

As part of a facilities management and master planning effort Jim was responsible for inventorying and conversion to a computer database and graphical display for all water, wastewater, storm drain, street lighting, pavement, and urban forestry facilities. The project also included sewer flow monitoring and water system pressure and flow analysis; sewer, water and storm drain system computer modeling; and planning and analysis of existing and future sewer, water and stormwater systems. Results were incorporated into a comprehensive water, sewer and storm drain master plan and capital improvement program.

3-62 Westminster Force Main Relocation | Orange County Sanitation District | California, United States | Technical Advisor

During preliminary design, Jim provided technical review and editing of an initial pump station rehabilitation PDR, and later worked with the management team to rescope the project to include final force main design. The 2.7 mile long dual force main required coordination with the US Navy along the Seal Beach Naval Weapons Station, and Cities of Seal Beach and Westminster. He provided technical review during design that included 9,800 feet of dual 36" HDPE force mains in a common trench, 4,600 feet of 36" HDPE in a single trench, and 4,600 feet of 36" HDPE sliplined in an existing 42" pipe. Design also included one flood control channel overcrossing and rehabilitating a dual barrel inverted siphon under another channel. Construction sequencing was critical to maintain one force main in service throughout construction. He also participated in all design submittal reviews, and provided technical oversight of engineering services during construction.

Groundwater Treatment Plant* | Nuevo Water Company | San Bernardino County, California | Principal-in-Charge

Jim was responsible for designing a groundwater production well treatment system for H2S contamination. The treatment system consisted of an air stripping tower and chemical feed systems for raising and lowering pH.

As-Needed Services* | City of Ontario | Ontario, California | Project Manager

Jim provided as-needed consulting services to the City, including water quality data review, DHS correspondence, surface water treatment plant upgrade evaluation, and reviewing nitrate blending plans for City wells.

** denotes projects completed with other firms*

Value Engineering Studies* | Metropolitan Water District of Southern California | Los Angeles, California | Principal-in-Charge/Client Manager

Jim managed three VE studies including the Diemer Water Treatment Plant Orange County conveyance and distribution system maintenance facility, Orange County feeder lining repairs, and Weymouth sodium hypochlorite and sulfuric acid feed facilities.

On-Call Consulting Services for PFAS Treatment Systems Design | Orange County Water District | Santa Ana, California | Project Manager

Jim is leading a similar staff and subconsultant team for four wellhead treatment sites for the City of Santa Ana. Work includes preliminary design, final design, bid phase support, engineering services during construction, and part time inspection services. Sites include Well 40 currently in construction, Well 38 finishing final design, Well 31 in predesign, and Wells 27 and 28 in preliminary design.

San Fernando Basin Groundwater Remediation | Los Angeles Department of Water & Power (LADWP) | Los Angeles, California | QA/QC Review

Jim conducted the independent QA/QC review for this progressive design-build project of two new groundwater treatment facilities of 38 MGD and 25 MGD. The project is part of a comprehensive, long-term plan being pursued by the LADWP to replenish and store contaminated groundwater at sites across the 175-square-mile San Fernando Basin.

Seal Beach Pump Station Rehabilitation | Orange County Sanitation District | Seal Beach, CA | 2017-2018 | QA/QC Review and Technical Advisor

Jim reviewed final deliverables for the Station's rehabilitation. Work consisted of analyzing the Station's upstream trunk system to determine the best area to begin construction of four new facilities for odor control systems throughout the region. The OCSD collection system model was updated to complete a capacity analysis of the pump station, develop a replacement forcemain, building rehabilitation plan, and design a facility with an aesthetically pleasing building with Green Building Code design approaches.

Ortega Highway Pipeline* | City of San Juan Capistrano | San Juan Capistrano, California | Project Reviewer

Jim reviewed design of 5,500 feet of 12-inch-diameter steel pipeline and one pressure-reducing structure along Ortega Highway in conjunction with an ongoing road project.

3-62 Westminster Force Main Relocation | Orange County Sanitation District | Orange County, California | 2018-Present | Technical Advisor

During preliminary design, Jim provided technical review and editing of an initial pump station rehabilitation PDR, and later worked with the management team to rescope the project to include final force main design. The 2.7 mile long dual force main required coordination with the US Navy along the Seal Beach Naval Weapons Station, and Cities of Seal Beach and Westminster. He provided technical review during design that included 9,800 feet of dual 36" HDPE force mains in a common trench, 4,600 feet of 36" HDPE in a single trench, and 4,600 feet of 36" HDPE sliplined in an existing 42" pipe. Design also included one flood control channel overcrossing and rehabilitating a dual barrel inverted siphon under another channel. Construction sequencing was critical to maintain one force main in service throughout construction. He also participated in all design submittal reviews, and is providing technical oversight of engineering services during construction.

090G Groundwater Development (GWD) Project* | Southern Nevada Water Authority | Barclay, California | QA/QC Manager

Jim managed all QA/QC activities and conducted quality assurance reviews on all technical memoranda and a preliminary hydraulics report for this preliminary design. The project preliminary design consisted of approximately 202 miles of welded steel raw water pipeline, between 72 and 90 inches in diameter; one pumping station: six regulating tanks ranging between 7 and 10 MG in capacity; a 40-MG buried water storage reservoir; and two hydroturbine energy recovery facilities.

P-1045 New Potable Water Conveyance* | Naval Facilities Engineering Command | Oceanside, California | Project Manager/Design QC Manager

Jim oversaw the final design of 28 miles of 12 and 20-inch HDPE water transmission mains, three pump stations (up to 5 MGD capacity) and a 3-MG prestressed concrete reservoir. The project was for NAVFAC at MCB Camp Pendleton as part of a $54 million design/build contract with a Filanc/Orion JV. The project included horizontal directional drilling under four creeks plus one horizontal directional drill under the I-5 Freeway and NCTD railway.

PUBLICATIONS & WHITEPAPERS

Water Resources Planning Manual M-50. *AWWA*, 2007.

Water System Network Analysis, Manual M-32. *AWWA*, 2001.

Direct Potable Reuse Program Operation and Management, in preparation. *AWWA Management Standard G485*, 2017.

The Future of Water System Network Analysis. *AWWA National Conference*, 1994.

** denotes projects completed with other firms*

Nahid Heidarbaghi PE, LEED AP

Senior Project Engineer
22 years of experience · Irvine, California

Nahid is a detail-oriented engineer with 22 years of professional experience in water and wastewater, and land development projects. She has extensive experience in water and sewer systems, and land development infrastructure design projects. In addition to engineering design, she has worked on numerous hydraulic modeling projects for water and recycled water distribution system, as well as sewer collection systems. Her eye for detail and quality control has been instrumental in review of water and sewer plans for Irvine Ranch Water District and other public agencies.

EDUCATION

Bachelor of Science in Civil Engineering

REGISTRATIONS

Professional Engineer #C67658, State of California

LEED Accredited Professional, U.S. Green Building Council

PROJECT EXPERIENCE

WATER

East Irvine Zone 1 to 3 Flow Meter Replacement* | Irvine Ranch Water District | Irvine, California, United States | Project Engineer

Nahid was project engineer for the replacement of the flow meter that records flows pumped from East Irvine Zone 1 to 3 at the Zone 1 reservoir site. The existing 36-inch meter installation was below grade and creating maintenance problems, so a new above ground electromagnetic meter was designed with associated retaining wall and ancillary systems.

Sunset Beach Alley Water Main Replacement* | City of Huntington Beach | Huntington Beach, California | Project Engineer

Nahid prepared construction plans and specifications for the replacement of 4,400 LF of substandard waterlines in constrained alleys that included water meters and temporary water mains. She also provided design for pavement improvements in the alleys which required pavement grind and overlay, or profile reconstruction to provide positive drainage. The project also included assisting the City in coordination with Caltrans for work encroaching near the Pacific Coast Highway.

Domestic Water Pipeline Capital Replacement Projects (CRPs 09-18, 09-04, 09-01)* | Hi-Desert Water District | Yucca Valley, California | Project Engineer

Nahid was involved with three domestic water pipeline replacement projects for the District's CIP, totaling approximately 11,230 linear feet. The improvement plans included new 8-inch PVC water main, replacement of hydrants, laterals and meters, and other appurtenances.

Well No. 27 Treatment System* | City of South Gate | South Gate, California, United States | Project Engineer

Nahid provided engineering design services for the Well No. 27 Treatment System Project in accordance with California Department of Public Health requirements. The Well is a critical supply source in the City's water system. The project provided adequate removal of Iron (Fe), Manganese (Mn), and Dioxane constituents occurring in the groundwater aquifer. The well produces 1,500 GPM and it is anticipated that all of the flow will need to be treated. The firm evaluated the treatment process and DPH requirements for discharge of the Well's water into the distribution system and identified opportunities for blending with untreated water to reduce the size of the required facilities. The concept plan for the treatment facilities, and the final process design, included Fe/Mn removal; distribution pump; yard piping; and electrical instrumentation and SCADA.

Westside Water and Sewer Main Replacement Projects* | City of South Gate | South Gate, California | Project Engineer

Nahid performed as project engineer for preliminary and final engineering design and construction management services that involved the abandonment of several City water mains and replacing them with new mains (approximately 17,700 LF). The project also entailed replacing existing sewer mains with higher capacity mains (approximately 1,220 LF), as specified in the City's Sewer Management Plan.

Water and Wastewater Systems Plan Checking (2012-present) | Irvine Ranch Water District | Irvine, California | Project Engineer

Nahid provided on-call plan checking services for submittals received from consultants in various phases of design. The projects included water, recycled water, sewer, and storm runoff facility improvements. She has completed hundreds of plan checks over 10 years within the time frames requested by the District

** denotes projects completed with other firms*

Well 1A Equipping, Helendale Community Services District* | Helendale Community Services District | Helendale, California, United States | Design Engineer

Nahid was design engineer for Well No. 1A, a new 1,300-GPM groundwater supply well with a total depth of 630 feet. The well was equipped with a 150-HP submersible pump including pedestal, piping, and appurtenance design.

PA5B 36-inch Recycled Water Pipeline* | Irvine Community Development Company | Irvine, California | Project Engineer

Nahid supplied engineering design and construction management services for a new 36-inch CML&C recycled water main. The pipeline is a critical interconnect in the IRWD system and replaced a 27-inch ACP main that was abandoned. She coordinated the pipe design and construction phasing issues with IRWD engineering and construction staff.

Regional Recycled Water Pipeline, Forest Lawn Memorial Parks* | City of Cerritos | Cerritos, California | Project Engineer

Nahid offered engineering design and construction support services for a regional 16-inch recycled water main to serve the cities of Cerritos, Lakewood, Cypress, and the Cypress Forest Lawn cemetery. The pipeline conveys recycled water produced at the Los Angeles County Sanitation Districts' Los Coyotes water reclamation plant to the new potential use areas and is funded by the State DWR Drought relief Program. She assisted with the pipe design and construction phase issues with all cities and stakeholders.

Downtown Anaheim Water Recycling Expansion Project, City of Anaheim, Anaheim, California

Nahid assisted with the design of approximately 2,400 feet of 4-inch and 6-inch PVC recycled water main to expand City's recycled water system and to bring recycled water to Pearson Park. Due to the vast number of existing underground utilities in the project area, the project involved conducting extensive utility research and choosing the best alignment for the proposed pipeline

Kraemer Boulevard Grade Separation; Wet Utilities Design Services*, Placentia and Anaheim, California | Project Engineer

Nahid prepared the improvement plans to relocate 500 linear feet of 12" gravity sewer line, and 900 linear feet of sewer force main; and prepared cost estimates and specifications for the sewer relocation.

WASTEWATER

Wine Country Trunk Sewer* | Eastern Municipal Water District | Redlands, California | Project Engineer

Design of 5,800 LF 21-inch trunk sewer extension to connect the Roripaugh Development to the regional Wine Country collection system. Challenging project components included design along steep slopes, reaches with deep cover, and along a County floodway (Long Valley Wash).

Lakeside Water Reclamation Facility* | Summit Land Partners | Corona, California | Project Engineer

Project Engineer for conceptual design plans for 100,000 gpd water reclamation facility to serve a remotely located 400 unit land development project. RWQCB and EVMWD permit submittals were also completed. Tertiary effluent with nutrient removal was required for discharge waters.

Non-Potable Water System, SCE El Casco Substation* | El Casco, California | Design Engineer

Design Engineer for engineering design plans of a storage tank with water treatment and booster pump systems to provide non-potable water for restroom and landscape irrigation at the El Casco Substation. The system provides pH adjustment and pressure boosting for the extensive irrigation system demands and elevation requirements at the newly constructed site. Coordinated with the well drilling and landscape contractors to provide a suitable system.

Helendale CSD WWTP Upgrades* | Helendale, California | Project Engineer

Project Engineer responsible for the design of upgrades to the 1.2 MGD WWTP, including headworks rehabilitation and fine screening, primary clarifier rehabilitation, and new sludge drying beds.

2012-2013 Gravity Sewer Mains Rehabilitation Program* | City of Manhattan Beach | Manhattan Beach, California | Project Engineer

Project Engineer for the preparation of construction plans and specifications for the rehabilitation of 33 sewer repair and pipeline replacements city-wide. Services included extensive field review of existing conditions, review of CCTV records, and assessment of sewer conditions to be repaired and rehabilitated; and preparation of cost estimates and specifications.

Sewer Collection System Evaluation and Capacity Assurance Plan, Home Gardens Sanitary District* | Home Gardens Sanitary District | Corona, California | Project Engineer

Project Engineer for conducting a system-wide evaluation and analysis of the District's sewer collection system. The entire system was inspected by CCTV, and a pipeline condition assessment was developed to prioritize the infrastructure replacement and maintenance needs. The service area characteristics were summarized, and flow conditions defined in order to assess system capacity. All of the data was compiled and formulated into a CIP program to address high priority issues.

** denotes projects completed with other firms*

MASTER PLANNING

IBC Sub-Area Master Plan Addendum for Element Hotel Project, Irvine, California (Project Engineer)

Project Engineer for conducting hydraulic analyses of Irvine Ranch Water District (IRWD) existing potable water and sewer system using Innovyze InfoWater and H2OMap sewer software. The project involved evaluating the impact of the Element Hotel Project to IRWD's existing water and sewer system and providing the report.

Lake Forest Sub-Area Master Plan Addendum for the Springhill Suites Project, Lake Forest, California (Project Engineer)
Project Engineer for conducting hydraulic analyses of Irvine Ranch Water District (IRWD) existing potable water system using Innovyze InfoWater software. The project involved evaluating the impact of constructing Springhill Suites in the Lake Forest Gateway Center to IRWD's existing water and sewer system and providing the report.

Utility Master Plan Update, Covina Hills, Forest Lawn Memorial Parks (FLMP), California (Project Engineer)
Nahid provided hydraulic modeling and analysis for the Potable and Irrigation Water Master Plan. The hydraulic analysis was performed using H2ONET modeling software. The entire existing and proposed distribution system was modeled to evaluate the existing system deficiencies and determine the pipe sizes for the proposed system per FLMP's needs and requirements. The project also includes designing a booster pump station for the potable water and irrigation system.

Utility Master Plan Update, Hollywood Hills, Forest Lawn Memorial Parks (FLMP), California (Project Engineer)

Hydraulic analyses and report preparation of the Potable and Irrigation Water and Sewer System Master Plan. The hydraulic analysis was performed using H2ONET modeling software. The entire existing and proposed distribution system was modeled to evaluate the existing system deficiencies and determine the pipe sizes for the proposed system per FLMP's needs and requirements.

Engineering Planning Services for Water and Sewer Hydraulic Analysis of the Sacramento Railyards Central Shops, Sacramento, California

Nahid provided modeling services for the Sacramento Railyards Central Shops, which is part of Sacramento Railyards project. The modeling analysis was used to determine pipe diameters and verify fire flow performance criteria.

Planning Area 12, Sub-Area Master Plan Addendum, Irvine, Irvine Ranch Water District, California

Nahid assisted with hydraulic analyses and report preparation for the Domestic Water, Sewer collection system, and Recycled Water System for the PA 12 SAMP Addendum using Innovyze InfoWater and InfoSWMM.

Planning Area 39, Sub-Area Master Plan Addendum, Irvine, Irvine Ranch Water District, California

Nahid performed hydraulic analyses and report preparation for the Domestic Water, Sewer collection system, and Recycled Water System for the PA 39 SAMP Addendum using Innovyze InfoWaterPro and InfoSWMM.

Planning Area 40, Sub-Area Master Plan Addendum, Irvine, Irvine Ranch Water District, California

Nahid performed hydraulic analyses and report preparation for the Domestic Water, Sewer collection system, and Recycled Water System for the PA 40 SAMP Addendum using Innovyze InfoWaterPro and InfoSWMM.

DRAINAGE AND STORMWATER PLANNING & DESIGN

Fullerton Road Grade Separation Stormwater & Groundwater Pump Stations* | City of Industry | Industry, California | Project Engineer

Project Engineer for design of a 20,500 gpm stormwater pump station, and a 200 gpm groundwater pump station facility, to allow for the depression of Fullerton Road under UPRR railroad tracks. Project included hydraulic analyses of storm and groundwater inflow conditions to match with outflow hydrographs, and mechanical, electrical, and structural design. The main pump station was permitted by the LACDPW.

Roripaugh Ranch*, Temecula, California (Project Engineer)

Project Engineer for civil engineering design services for the Roripaugh Ranch Development Project, approximately 805-acres, located in the City of Temecula, California. The project site is being developed to include approximately 2,000 single- and multi-family homes in gated neighborhoods, elementary and middle schools, a 20 acre sports park, 15 acres of commercial facilities, pedestrian trail networks, blic and private recreation centers, water and sewer systems facilities, flood control facilities and more than 200 acres of preserved public open space and habitat areas. Services have included water and sewer systems planning and design, preparation of grading and infrastructure improvement plans, and construction document preparation for the development of the Ranch.

** denotes projects completed with other firms*

Adelina Pirijanyan PE

Urban Water Resources Planning Leader
20 years of experience · Pasadena, California

Adelina has 20 years of experience in water resources planning, with majority experience in water/wastewater master planning. Adelina has led various master planning efforts, completing tasks on time and budget. She has taken the lead in the coordination of multiple tasks with colleagues, subconsultants. and clients nationwide, preparation and presentation of project results to clients on project management level as well as executives, and the responsibility of tracking the schedule and budget for the project. In addition, Adelina is skilled in hydraulic modeling and environmental data management, including data collection, input, quality assurance/quality control, verification, validation, and analysis. Her expertise includes applying geographic information systems (GIS) technologies and hydraulic modeling for potable/non-potable systems.

EDUCATION

Bachelor of Science, University of California, Irvine, Irvine, California

REGISTRATIONS

Professional Engineer #73785, California Board for Professional Engineers, Land Surveyors, and Geologists

PROJECT EXPERIENCE

Recycled Water to Port of Long Beach via Harbor Area Infrastructure Feasibility Study | Long Beach Water Department (LBWD) | Long Beach, CA | Project Engineer

Adelina led the effort in projecting potential recycled water demands for existing LBWD customer who were receiving domestic water but were interested in converting to recycled water. She helped prepare a tech memo which included the methodology used to project recycled waters demands. The LBWD has a successful history of supplying recycled water to the east side of the service area from the Long Beach Water Reclamation Plant (LBWRP). Due to limited water availability from the LBWRP as well as physical and economic constraints, the current recycled water system has not been able to expand to customers in Long Beach's western service area. LBWD has identified opportunities to maximize recycled water use in the west area along with customers in the adjacent Port of Long Beach (POLB) by partnering with agencies such as the Los Angeles Department of Water and Power (LADWP) to connect potential customers to an advanced treated recycled water supply.

Analysis and Recalibration of Sewer Flow Tenant Type Factors* | Eastern Municipal Water District | Perris, California | 2018 | Project Engineer

Adelina assisted EMWD to update their sewer flow tenant factors through a combination of data analysis, industry review, and flow monitoring. This study involved the analysis of the District's existing sewer flow tenant factors for its commercial and industrial use types by comparing existing indoor water usage with projected wastewater flows and conducting an industry review assessment. Flow monitoring is planned for some user types where existing data is not conclusive. Final recommendations are expected to include revision of some tenant types, as well as changes to some sewer flow factors.

2020 Water System Master Plan | City of Orange | Orange, CA | Project Engineer

Adelina led the hydraulic modeling effort for the water master plan update which included update of the City's current hydraulic model in InfoWater. The model updated included hydrant flow testing and calibration of the model. In addition, Adelina supported the master planning effort which included analyzing water demand and supply projections, evaluating optimization of supply facility operation, evaluated distribution system maintenance program, and providing a phased CIP with cost estimates. The team also investigated water quality issues and identifying any deficiencies and "bottle necks" in water system.

SARP 10 Program, Wastewater Collection System Master Plan* | City of Memphis | Memphis, Tennessee | Project Engineer/Modeler

Adelina developed the wastewater hydraulic model and master plan report as part of the SARP 10 program. The model development utilizing InfoSWMM included data import from GIS databases, dry weather calibration, and wet weather calibration. The master plan utilized future flow projections under a variety of design storm conditions to determine the appropriate conveyance improvements capacities for resolve hydraulic bottlenecks. The objective of this program is to improve the sanitary sewer infrastructure system and help reduce the number of sanitary sewer overflows (SSOs). The City owns, operates, and maintains approximately 2,400 miles of sanitary sewers, 100 lift stations, and 80,000 manholes.

** denotes projects completed with other firms*

Sustainable Water Master Plan* | City of Santa Monica | Santa Monica, California | Project Engineer

Adelina managed and updated Santa Monica's (City) 2014 Sustainable Water Master Plan. The City is updating sections of their SWMP due to recent changes to the City's supplies, demands, and policies considerations with the goal to eliminate City's dependence on imported water from Metropolitan Water District. The update includes analysis of City's historical water demands, projection of future demands and a comprehensive plan addressing future water supply needs. Currently the City supplies imported and local water to approximately 93,000 residents covering approximately 8 square miles.

Sewer Master Plan* | DeKalb County Department of Watershed Management | DeKalb County, Georgia | Project Engineer

Adelina led the model evaluation and master plan report development for the Dekalb County Department of Watershed Management (DWM). She is also responsible for estimating future sewer flow projections. DWM has three sewer service areas: Snapfinger, Pole Bridge and Inter-Governmental basins. The major facilities operated and maintained by the department include the Pole Bridge Advanced Wastewater Treatment Plant and Snapfinger Advanced Wastewater Treatment Plant. DWM provides wastewater collection and treatment services to approximately 750,000 residents.

2015 Wastewater Collection System Master Plan* | Eastern Municipal Water District | Perris, California | Project Engineer/Modeler

Adelina led the model evaluation and master plan report development for the master plan update. She is also working with the GIS team in the development and integration of tools for EMWD (District). The District has five sewer service areas: Moreno Valley, Perris Valley, Sun City, San Jacinto Valley and Temecula Valley. They provide wastewater collection and treatment services to approximately 555 square miles, owning and operating over 1,700 miles of sewer pipe, 51 active lift stations, and five regional water reclamation facilities.

Vallecitos Water District Recycled Water Business Plan* | Vallecitos Water District | San Marcos, California | 2017 | Project Engineer

Adelina prepared a business plan for Vallecitos recycled water use by identifying potential recycled water opportunities for the District), including both non-potable and potable reuse opportunities and at wholesale retail levels. VWD provides water, wastewater, and recycled water within northern San Diego County and is currently considering expanding their recycled water services.

City of Banning Water and Sewer System Master Plan | City of Banning | Banning, CA | Design Engineer

Adelina performed the hydraulic and sewer analyses and model calibration, as well as planned and prepared the report for the Water and Sewer System Master Plan. The development included commercial and residential acreage encompassing approximately 1,500 acres in project development. The City did not have domestic water zoning for this area, therefore water pressure zones were defined, were sized, the domestic and sewer water network was routed for the development, water and sewer pipes were sized, pressure reducers and valves were required, a pump station and a force main line was necessary for the southwest portion of the project in order to deliver the sewage to the plant due to elevation restrictions.

Manhattan Beach 2020 Water Master Plan | City of Manhattan Beach | Manhattan Beach, California, United States | Planning Lead

Adelina led the master planning update to plan focuses on: near- and long- term water supply demands, delivery of adequate flows and pressures for peak demands and fire protection, redundancy for service reliability with diversified water supply sources, and highest efficiency and lowest cost of operation. The master plan included hydrant flow testing and calibration of the City's hydraulic model in InfoWater.

Conceptual Planning for Groundwater Treatment Facilities, Task Order 5.3 | City of Los Angeles, Department of Water and Power | Los Angeles, CA | Project Engineer

Adelina helped develop conceptual layouts for six groundwater purification facilities, similar included constituents of concern and treatment objectives, advanced existing layouts, and evaluated land options further.

Groundwater System Improvement Study | Los Angeles Department of Water and Power | Los Angeles, CA | Project Engineer

This $11.5M project involves installing and sampling new monitoring wells, determining constituents of concern, evaluating the City's groundwater delivery system, and implementing projects that will restore the contaminated groundwater in the San Fernando Basin (SFB). The final study will provide realistic and economically viable recommendations on groundwater system improvement projects that will maximize the pumping capacity of the groundwater supply in the SFB.

** denotes projects completed with other firms*

New Model Colonies | City of Ontario | Ontario, CA | Design Engineer

Adelina manages the City of Ontario's domestic, recycled and sewer models, including development flows from the proposed New Model Colony development which consists of 3,800 acres of residential and commercial development. The responsibility included sizing the new development pipelines, creating queries, analyzing various scenarios within the model, analyzing the system using 24-hour period analysis to ensure City requirements and standards are met. Data management included analyzing land use data using Microsoft database and linking data to H2O Map Water. A Sewer and Water Master Plan for New Model Colony were prepared for the City of Ontario.

Construction of Hydraulic Model* | City of Anaheim | Anaheim, CA | Project Modeler

Adelina is converting the City's GIS network of water lines into a working hydraulic model using MWHSoft H20Net and InfoWATER Software. The hydraulic model contained over 30,000 pipes and approximately 17 different pressure zones. The system is fed mostly through wells on the western portion of the district. The eastern portion contains the Anaheim Hills therefore there are various pump stations and tanks that feed the system.

Recycled Water System, Construction of Model and Analysis | Camrosa Water District | Camarillo, CA | Project Engineer

Adelina is performing the construction, analyses, and model calibration for the Camrosa Water District's recycled water system. The District's existing non-potable system includes distribution of non-potable water to various agriculture and traditional irrigation users. Camrosa maintains several surface storage ponds, closed reservoirs, pump stations, and distribution piping to serve approximately 350 customers throughout seven separate pressure zones. To support these efforts, a hydraulic model was constructed and used to analyze the existing capacity and operations and determine the feasibility and impacts from the proposed future expansions. Recycled Water System, Design and Analysis, Elsinore Valley Municipal Water District, Lake Elsinore, CA |2009-2010 Project Engineer. Responsible for the hydraulic analyses, model calibration, design, planning, and report preparation for a recycled water system consisting of approximately 33,000 feet of proposed pipeline, a new pump station, and a new reservoir for the District. The Tuscany Hills development is converting to recycled water system, prior they were receiving water from a domestic water source. She also performed quantity and cost estimates for the project as well as attended meetings with the client.

Richland Creek Sewer Basin Dry and Wet Weather Calibration TM | Gwinnett County Department of Water Resources | Atlanta, GA | Modeling Engineer

Adelina is updating the wet weather calibration for County's Richland Creek sewer basin using Sewer GEMS and preparing a technical memorandum describing the calibration process and modeling results. Black & Veatch is providing assistance to Gwinnett County DWR in the development, maintenance and/or application of their Water GEMS, Sewer GEMS, and HAMMER models. The County uses Sewer GEMS to simulate sanitary loads within the system, and the models were last updated in the summer of 2012. The county has a total of 22 sewer basin models, Richland Creek basin being one. Richland Creek basin's sanitary sewer collection system consists of 4 sub-basins, approximately 8 sewer pump stations, 67 miles of gravity sewer, 6 miles of force main, and approximately 2,000 manholes.

US Navy Geographic Information System Development | U.S. Naval Facilities Engineering Command, Southwest Division | Coronado, CA | Project Engineer

Adelina is leading the compilation and conversion of multiple sources of data into a new GIS model, and verifying/updating location and attribute information through field surveys. Working shoulder-to-shoulder with the US Navy GIS Group to develop a GIS system that improves inventory tracking and optimizes asset usage and maintenance efforts. Utility systems being addressed include potable water, wastewater, gas, steam, compressed air, and electrical. The Navy's existing GIS data is being migrated to the new Utilities GIS Data Model v3.04 using the ESRI Data Interoperability Extension and custom Spatial ETL tools. Data Interoperability Extension is also being used to update the existing attribute data from external data sources, including the MAXIMO asset management system and the Navy's meter databases. The new GIS will contain some 70 layers, each containing 40 mandatory attributes, with more than 15,000 features.

** denotes projects completed with other firms*



Christopher Mote PE

Pump Station
21 years of experience · Pasadena, California

Chris has 21 years of engineering experience focusing on pump station, reservoir, and pipeline design. He has provided engineering services during construction for many projects, including two projects for the Long Beach Water Department His vast project experience with several Southern California clients gives him a wide perspective on design standards, knowledge of code requirements, as well as a creative approach toward developing options for client and stakeholder consideration.

EDUCATION

Bachelor of Science, Civil Engineering,

Master of Science, Civil and Environmental Engineering,

CERTIFICATIONS & TRAINING

PSMJ, Project Management Boot Camp, Grand Rapids, Michigan, 2012

REGISTRATIONS

Professional Engineer #C87384, State of California,

PROJECT EXPERIENCE

CONVEYANCE - WATER STORAGE RESERVOIRS & TANKS

Hydropneumatic Tank 26 | Hi-Desert Water District | Yucca Valley, California | Project Manager

Chris is providing project management and design phase services for a new booster pump station and hydropneumatic tank. He is serving as project manager and is in charge of monitoring and controlling scope, schedule, and budget. Chris is also coordinating between discipline engineers and directing design document development.

Windy Ridge Reservoir | City of Anaheim | Anaheim, California | Project Engineer

Chris provides engineering services for the design of a 1.6 MG potable water reservoir. The new reservoir will provide potable water storage to the 1320 pressure zone reservoir on the eastern end of the City of Anaheim's water distribution system. A new pressure regulation station will allow the reservoir to supplement lower pressure zones as well.

Graves Reservoir Replacement Project | City of South Pasedena, Public Works Department | Pasadena, California | Project Engineer

Chris provided preliminary design and design phase services for a new 1-MG cast-in-place concrete reservoir, new pump station, on-site chlorination equipment, a new GAC system, new ion exchange system, and 2,000 linear feet of 8-, 12-, and 16-inch-diameter PVC and steel transmission pipeline. The existing facilities will be demolished while keeping the existing well operable. The new reservoir and pump station design must be carefully considered in order to fit the facilities into the existing site.

WATER AND SEWER

Norwood Regional Water and Sewer District Rehabilitation Projects* | Norwood Regional Water and Sewer District | Huntington County, Indiana | Project Engineer

Chris provided design and construction phase services for rehabilitation of the existing sanitary sewer collection system, installation of new small diameter water mains, installation of a new low-pressure sanitary sewer system, construction of two new lift station, rehabilitation of an existing lift station, rehabilitation of the existing water treatment plant, demolition of the existing wastewater treatment plant, and construction of a new 75,000 gallon water tower.

PUMP STATION

Peck Reservoir and Pump Station | City of Manhattan Beach, CA | Manhattan Beach, CA | USD 35M | 2016-present | Project Engineer

Chris is providing preliminary design and design phase services for a new 8-MG cast-in-place concrete reservoir, an 8.6-MGD pumping station, a green sand treatment system, replacement of distribution system piping, new MSE retaining walls, and new site amenities. Stantec has developed a preliminary design report, 60% design documents, a draft Initial Study, and are in the process of design completion. The new facility will receive water from City owned potable water wells and MWD. The pump station will pump from the new reservoir into the distribution system and will be operated based on maintaining a set pressure in the distribution system. In replacing the existing reservoir, the new design will meet current seismic requirements, as well as be hidden from view of nearby residents. The new facilities will provide increased system storage, maximize the use of local groundwater resources, and provide reliable storage for the foreseeable future.

** denotes projects completed with other firms*

TOS-14 | Los Angeles Bureau of Engineering | California | Project Engineer

Chris is providing engineering services for the design of five low flow diversion structures. The structures are intended to take nuisance flows out of existing storm drains and put them into local sanitary sewers for treatment at Hyperion Water Reclamation Plant. The small pump stations are designed to operate in a fill-and-draw scenario. Trash will be collected on bar racks within a trash collection manhole. The facilities will be constructed within the right of way. The project requires a very complicated permitting process involving coordination with LACFCD, LARAP, LASAN, LAMetro, Caltrans, LADWP, two council districts, and several private parties.

Secondary Effluent Pump Station and Replenishment Pond Upgrades | Palm Desert, California | Present | Project Engineer

Chris is currently managing the design for a new secondary effluent pump station with associated electrical facilities at the WRP 10 facility. The pump station will include vertical turbine pumps installed at grade with a traveling screen to protect the pumps. The electrical facilities will consist of a new electrical building, generator, and electrical service. The existing secondary effluent ponds will be upgraded to increase slope stability and prevent the grown of weeds. Three new replenishment ponds will be designed to allow for the recharge of up to 15,000 acre-feet per year of Colorado River Water.

WATER SYSTEM DESIGN

NAVFAC P-1046 RFP Development | Naval Facilities Engineering Command (NAVFAC) | San Diego, California | Project Manager

Chris managed the development of a design-build RFP package for Camp Pendleton. The project consists of a preliminary design report and 60% drawings for 6 miles of sanitary sewers, 8 miles of recycled water pipe, two steel reservoirs, and an advanced treatment system. This work was conducted on an extremely tight schedule, and was completed in 190 calendar days—meeting every deadline requested by the client. The proposed HDPE and ductile iron water pipelines are 8-, 12-, 16-, and 24-inches-in-diameter.

WATER STORAGE RESERVOIRS & TANKS

Lindley Reservoir Project | City of Escondido | Escondido, California, United States

Chris provided design services for two new 1.5 MG prestressed concrete reservoirs. The project involved the replacement of a single smaller steel tank that had exceeded its useful life. The facilities were constructed in a hard rock area and significant effort was made to accurately determine the amount of rock that needed to be removed. The reservoirs were designed to be hidden within a hillside so that local residents' views were not obstructed. Additional features included an inlet-outlet vault structure, new piping, storm water mitigation, and landscaping.

P-1045 North/South Potable Water Conveyance Project - RFP Development | Naval Facilities Engineering Command (NAVFAC) | Camp Pendleton, California | Hydraulic Engineer

Chris provided design phase services, design management, and project management for the development of a design-build RFP package for Camp Pendleton. The project consists of providing a preliminary design report, 60% design drawings for approximately 24 miles of domestic water pipeline, two pump stations, and a 3-MG reservoir. The drawings and specifications were developed to a 60% level to provide a more accurate bid for the design-build contractor. This work was conducted on an extremely tight schedule, and was completed in 210 calendar days—meeting every deadline requested by the client. The proposed HDPE and ductile iron water pipelines are 8-, 12-, and 16-inches-in-diameter.

On-Call Engineering Services | Metropolitan Water District of Southern California | Los Angeles, California, United States | Project Manager/Project Engineer

Chris provided project management and project engineering services for many Metropolitan Water District task orders under our on-call services agreement. These task orders consist of staff augmentation, feasibility reports for pump stations, hydraulic analysis of the Rialto Pipeline, pipeline design, upgrading of existing hydropower facilities, cost estimating services, design of solar power facilities, and others. The Rialto Pipeline Analysis and Design Task Order involved a 2,400 linear foot steel pipeline ranging in size from 12- to 24-inches-in-diameter.

SANITARY SEWERS AND FORCEMAINS

Wildomar Sanitary Sewer Upgrades | Elsinore Valley Municipal Water District | Wildomar, California | Project Engineer

Chris is providing engineering services to upgrade two pump stations and replace two pipeline segments. The scope of work consists of providing a preliminary design report, design phase services, bidding assistance, and a construction management services. The work will be designed to minimize down-time of associated facilities and maintain sanitary services in the project area during construction.

Taylor RSD Sanitary Sewer Improvements | Taylor Township Regional Sewer District | Taylor Township, Indiana | Project Engineer

Chris provided design and construction phase services for approximately 15,000 linear feet of a small diameter grinder pump network, 35,000 linear feet of sanitary force main, and two pump stations.

** denotes projects completed with other firms*

California Bowl Sewer Rehabilitation Project | Long Beach Water Department | California | Project Engineer

Chris is the project engineer for the rehabilitation of approximately 8,000 linear feet of sanitary sewers and 23 manholes for the Long Beach Water Department. The scope of work includes cured-in-place pipe (CIPP) lining, manhole replacement, and manhole rehabilitation. The project consists of installation of approximately 3,000 linear feet of cured in place pipe lining, replacement of a manhole, and heavy duty mechanical cleaning.

RECYCLED WATER

Northwest Area Recycled Water Facilities | Inland Empire Utilities Agency | Ontario, Rancho Cucamonga, and Upland, California | 2008-2012 | Project Engineer

Chris was the project engineer responsible for the design of approximately 23,000 linear feet of 24-inch-diameter steel pipe in the Cities of Ontario, Rancho Cucamonga, and Upland. The project involved crossing two railroad right-of-ways, crossing a Metropolitan Water District feeder line, coordination with multiple municipalities, and integration of multiple design criteria into a single project. Chris also provided engineering services during construction in support of the Inland Empire Utilities Authority.

SEWER SYSTEM DESIGN

Post-Rawles Sanitary Sewer Improvements* | Indianapolis Department Of Public Works | Indianapolis, Indiana | Project Manager

Chris provided design phase services for approximately 18,000 feet of 8-inch and 10-inch diameter gravity sanitary sewers, jack-and-bore under under two roadways which needed to remain in operation, and a new pump station. His duties included client communication, design decisions, permitting, and management of CAD personnel.

WASTEWATER TREATMENT

Galvestion Wastewater Treatment Plant Improvements* | Town of Galveston | Galveston, Indiana | Project Engineer

Chris was responsible for the design of retrofitting an existing oxidation ditch into an extended aeration tank. The project involved removal of existing rotary disk aerators, demolition of a micro-strainer system, installation of fine pore diffusers, installation of two new blowers, and air piping. His duties included client communication, design decisions, permitting, management of CAD personnel, shop drawing review, response to RFI's, processing of periodic contractor invoices, and development of change orders. This project allowed the Town to meet NPDES nitrate requirements and increased treatment capacity by 30%.

GROUNDWATER SUPPLY / WELLS

Terra Cotta Well Drilling Project | Elsinore Valley Municipal Water District | Lake Elsinore, California | Resident Engineer

Chris provided construction phase services for the drilling, development and construction of a new 1,200-foot deep well production water well. His duties included processing pay requests, change orders, requests for information, shop drawing review, tracking progress of construction, and field engineering decisions.

CONVEYANCE - PIPELINES & DISTRIBUTION

Northwest Area Recycled Water Facilities | Inland Empire Utilities Agency | Ontario, Rancho Cucamonga, and Upland, CA | 2008 - 2012 | Project Engineer

Christopher was responsible for the design of approximately 23,000 linear feet of 24-inch-diameter steel pipe in the Cities of Ontario, Rancho Cucamonga, and Upland. The project involved crossing two railroad right-of-ways, crossing a Metropolitan Water District feeder line, coordination with multiple municipalities, and integration of multiple design criteria into a single project. Chris also provided engineering services during construction in support of the Inland Empire Utilities Authority.

Downtown Water Recycling | Los Angeles Department of Water and Power (LADWP) | Los Angeles, CA | Project Engineer

Christopher is providing design services to bring recycled water for both irrigation and industrial services—a critical part of LADWP's plans to serve customers in the downtown area. Design work consists of 50,000 linear feet of 16-inch ductile iron pipe (DIP), a pressure reducing station, and a flow metering station. This project will cross Interstate 10, US 101, Interstate 110, and Metro Gold and Red lines are being created. and some of the busiest intersections in the City. Along with a limited urban work area, project challenges include a tight schedule, budget constraints, and a high level of public visibility. In addition, Stantec is providing design services for 10,000 linear feet of 18-inch DIP, two flow metering structures, a pressure reducing station, LADWP vault, control panels, and communication equipment connected to the LADWP Supervisory Control and Data Acquisition system. The project will expand recycled water deliveries to some of Los Angeles County's most heavily industrialized areas.

Professional and Technical Engineering and Architectural Design Services – On-Call Agreement #47336D-6 | Los Angeles Department of Water and Power | Los Angeles, CA | 2016-2021 | Project Engineer

Chris has worked several task orders as a part of this on-call contract including OCC-68: Unit 8 Second Gap Connection Pipeline, OCC-55: Feasibility Study of Water Recycling Facilities for Eastside Water Recycling Program, and OCC-48: Downtown Water Recycling Project. Each of these projects included civil, structural, mechanical, and instrumentation elements.

** denotes projects completed with other firms*

Jeff Wilkerson PE

Project Manager
24 years of experience · Irvine, California

Jeff has more than 19 years of civil engineering experience working for both public and private clients, with an emphasis on city and airport transportation projects. He has been responsible for the project management, conceptual level design, and delivery of final plans, specifications, and estimates for projects with a wide range of size and scope. Jeff is known for his hands-on design skills, organizational abilities, and delivering projects on time and under budget. Jeff is an expert in AutoCAD and Civil 3D and leverages this knowledge to create innovative and efficient solutions to complex engineering problems.

EDUCATION

Bachelor of Science, Civil Engineering,

Master of Science, Civil Engineering (Structural Engineering Specialization),

REGISTRATIONS

Professional Engineer #63466, State of California,

PROJECT EXPERIENCE

ROADWAYS

West Coast Highway Landscape Improvements | City of Newport Beach | Newport Beach, California | Project Manager

Jeff managed the firm's component of this current project which includes the preparation of plans, specifications, and cost estimates (PS&E) for the roadway beatification project along West Coast Highway from the Santa Ana River Bridge to the Newport Boulevard Overcrossing (approximately 9,250-feet). The project includes the demolition of existing landscaping and hardscaping from existing medians, new median islands and pavement repairs; restoration of signing and striping, a new irrigation water service, and irrigation sleeves between the medians. Since the improvements are within Caltrans right-of-way, the project also includes the processing of a Caltrans Encroachment Permit and the preparation of a Design Exception Report (Fact Sheet) and Storm Water Data Report (SWDR).

Bellflower Boulevard Pavement Rehabilitation Project (CIP 15-12), Woodruff Avenue Pavement Rehabilitation Project (CIP-14-14), and Various Street Pavement Rehabilitation Project (CIP 14-13) | City of Downey | Downey, California | Civil Task Manager

Jeff assisted with the preparation of plans, specifications and cost estimates (PS&E) for the pavement rehabilitation improvements for three separate CIP projects: Bellflower Boulevard, from Foster Road to Stewart and Gray Road (approximately 6,500-feet); Woodruff Avenue from Imperial Highway to Stewart and Gray Road (approximately 3,900-feet); 3) Various Streets throughout the City. The three projects include asphalt pavement reconstruction and overlays, repair of damaged curb and gutter, cross gutters, sidewalks, non-compliant ADA accessible ramps, and driveways, the construction of a retaining wall at the Rivergrove Drive and Glencliff Drive intersection, new signing and striping, the restoration of traffic signal loops, potable water improvements, and other utility adjustments and relocations.

Paramount Boulevard Median Island Improvements | City of Downey | Downey, California | Civil Task Manager

Jeff is assisting with the preparation of plans, specifications, and cost estimates (PS&E) for the new median island improvements along Paramount Boulevard between Imperial Highway and Florence Avenue (approximately 12,600-feet). The project includes new landscaped raised medians, new asphalt and concrete pavement, repair of damaged curb and gutter, cross gutters, sidewalk, and non-compliant ADA accessible ramps, restoration of traffic signal loops, signing and striping improvements, new potable water improvements, and other utilities adjustments and relocation.

Victoria Street Rehabilitation* | City of Costa Mesa | Costa Mesa, California | Project Manager

Jeff managed the civil engineering and topographic surveying services for the rehabilitation of roadway pavement for Victoria Street from Harbor Boulevard to the Santa Ana River (westerly City boundary - approximately 9,800 LF). The scope of improvements included pavement rehabilitation, reconstruction/ rehabilitation of damaged curb and gutter, cross gutters, sidewalks, driveways and driveway approaches, detailed design modifications to improve nuisance flow drainage problems and providing wheel chair ramps (WCR) to meet ADA requirements.

** denotes projects completed with other firms*

Cactus Avenue Widening* | City of Rialto | Rialto, California | Senior Project Engineer

Jeff assisted with the preparation of plans, specifications, and estimate (PS&E) for the widening of Cactus Avenue between Foothill Boulevard and Etiwanda Avenue in the City of Rialto. The project involved widening the roadway approximately 26 feet on the west side of Cactus Avenue to ultimate width of 72 feet and the installation of curb and gutter along the west side. The project included construction of the curb ramps at Rosewood Street and Ramona Drive (southeast corner only) to meet current ADA standards, utility relocations, signing and striping, and construction traffic control.

Fairview Road and Wilson Street Intersection Improvements | City of Costa Mesa | Costa Mesa, California | Project Manager

Jeff managed the engineering design for the roadway improvements along Wilson Street from Columbia Drive to Newport Boulevard. The project involved widening both sides of Wilson Street in order to provide additional through lanes in both directions throughout the project limits. Services included conceptual planning, final PS&E and right-of-way mapping. The scope of the improvements included new asphalt pavement, curb and gutter, sidewalk, driveways, a bus turnout, ADA compliant curb ramps, drainage improvements, utility relocations, private property improvements, signing and striping, and a traffic signal modification. Construction bid documents and an engineer's estimate were also prepared. Finally, legal descriptions, plats, and a programming cost estimate were prepared for the parcels where right-of-way acquisition that was required for the project improvements.

Harbor Boulevard and Victoria Street Intersection Improvements | City of Costa Mesa | Costa Mesa, California | Project Manager

Jeff managed the engineering design services to prepare a PS&E to improve the intersection of Harbor Boulevard and Victoria Street. The project was divided into two separate phases. The scope of first phase included extending the southbound right-turn lane along Harbor Blvd. and restriping the intersection to provide an exclusive eastbound right-turn lane along Victoria Street. The scope of the second phase included widening the road along westbound Victoria Street, west of Harbor Blvd., to lengthen the No.3 through lane departing the intersection. This widening/lengthening allowed the conversion of the existing exclusive westbound right-turn lane into an optional through-right lane along Victoria Street. The roadway improvements included new asphalt pavement, curb and gutter, sidewalk, bus pads, ADA compliant curb ramps, and striping. Also, additional right-of-way (R/W), street light, utility and catch basin relocations, private property access improvements, and minor landscaping and irrigation modifications were required for implementation of the project improvements.

Magnolia Avenue Widening, Rehabilitation and Beautification* | City of Riverside | Riverside, California | Project Manager

Jeff managed the engineering design services for the Magnolia Avenue Widening, Rehabilitation and Beautification Project for the City of Riverside Public Works Department. The project measures 2.5 miles in length and is the westerly entrance to the City. We reduced the width of the existing median for a portion of the project to provide three through lanes in each direction and median beautification for the entire project limits. Services included preparing conceptual landscape and engineering plans, environmental documentation, right-of-way mapping, and final PS&E.

17th Street/Tustin Avenue and Harbor Blvd./Wilson Street Intersections Improvements* | City of Costa Mesa | Costa Mesa, California | Project Engineer

Jeff assisted with the preparation of PS&E for intersection capacity and aesthetic improvements at the 17th Street/Tustin Avenue and Harbor Blvd./Wilson Street intersections. Project capacity improvements at 17th Street/Tustin Avenue included exclusive right-turn lanes on the eastbound and northbound approaches and a far-side bus turn-out on eastbound 17th Street. The improvements at this location also included decorative crosswalks across all approaches of the intersection, new curb returns and ADA-compliant access ramps, new sidewalk and tree wells, raised medians with landscaping and irrigation systems, and new street lighting. Improvements at Harbor Boulevard and Wilson Street included an exclusive westbound right-turn lane including retaining wall design. The firm prepared all street improvement plans for these projects including roadway plan and profiles, detail sheets, traffic signal modification, signing and striping, and street lighting.

Howard Way, Century Place and 16th Street Roadway Rehabilitation* | City of Costa Mesa | Costa Mesa, California | Project Manager

Jeff managed the engineering design services to rehabilitate and re-construct Howard Way, Century Place, and 16th Street. Project improvements included pavement reconstruction, reconstruction of damaged curb and gutter, cross gutters, sidewalks, driveways and driveway approaches, and providing wheel chair ramps (WCR) to meet ADA requirements.

Road Consultant Program* | County of Los Angeles | Los Angeles County, California | Project Engineer

Jeff provided engineering design services for the preparation of construction plans, specifications, and engineer's estimates for resurfacing/reconstruction projects for Los Angeles County Department of Public Works Road Consultant Program. The projects included street resurfacing design, traffic signal upgrades, traffic loop restoration, striping plan preparation, and utilities coordination for Avalon Boulevard, Marengo Avenue, Foothill Boulevard, South Side Drive, Mulholland Highway, 135th Street, Mulberry Drive, and 170th Street.

** denotes projects completed with other firms*

Newport Boulevard Widening | City of Newport Beach | Newport Beach, California | Project Manager

Jeff managed this project which provided comprehensive professional services associated with the conceptual planning, final design and construction of street improvements and landscaping enhancements along Newport Boulevard from 30th Street to Via Lido. The project included roadway widening and median improvements along Newport Boulevard to add an additional northbound through lane between 30th Street to 32nd Street and an additional southbound through lane between Via Lido to 32nd Street. Concrete bike lanes were constructed along both sides of Newport Boulevard to provide a connection to the existing bike lanes along 32nd Street, west of Newport Boulevard. The project also included the construction of a new public parking lot on the northwest corner of the Newport Boulevard and 32nd Street intersection which required the demolition of an existing building. This new public parking lot replaced the curbside public parking spaces lost due to the new roadway improvements. The project enhanced the visual quality of the project area with new landscaping and other decorative features and improved safety by introducing raised landscape medians on Newport Boulevard. Other tasks included the preparation of an IS/MND, coordination with public utility companies for utility relocations and the processing a Coastal Development Permit.

Brookshire Avenue Pavement Rehabilitation* | City of Downey | Downey, California | Senior Project Engineer

Jeff assisted with the preparation of plans, specifications, and cost estimates (PS&E) associated with the design and construction of pavement rehabilitation improvements on Brookshire Avenue from Imperial Highway to Davis Street (approx. 6,700'). The project involved pavement rehabilitation/resurfacing, reconstruction/rehabilitation of damaged curb and gutter, cross gutters, sidewalks, ADA accessible ramps with detectable warning surface, utilities, and potable water meter adjustments.

San Juan Creek Road Widening Project | City of San Juan Capistrano | San Juan Capistrano, California | Civil Design Task Manager

Jeff is providing civil design for the street widening improvements along San Juan Creek Road between Camino Capistrano and Valle Road as well as local widening improvements on Camino Capistrano and Valle Road to relieve congestion and provide for pedestrian and bicycle traffic. Services for this project include surveying, preparation of geotechnical report, design of street improvements including asphalt concrete pavement, curb and gutter and sidewalk, drainage modifications, utility relocation/removal, retaining wall, traffic signals, signing and striping improvements, preparation of specifications and an Engineer's estimate of probable construction costs, Caltrans encroachment permit application submittal, and processing including preparation of Design Exception Reports (Fact Sheets) and PEERS.

Santa Margarita Parkway, La Promesa And Coto De Caza Dr. Rehabilitation Projects* | City of Rancho Santa Margarita | Rancho Santa Margarita, California | Project Engineer

Jeff provided engineering services for the street rehabilitation of 1.3-miles of Santa Margarita Parkway and 0.4-miles of La Promesa/Coto De Caza Drive in the City of Rancho Santa Margarita. Project improvements included AC pavement removal and ARHM overlay, and reconstruction of access ramps and traffic signal push button upgrades to meet current ADA requirements. The work along Santa Margarita Parkway from Avenida de Las Flores to Plano Trabuco Road was implemented in three project phases and the firm prepared separate PS&E for each segment. Utility investigation and coordination was conducted for each project segment and pavement rehabilitation striping, pavement markings, and traffic signal loop detectors was restored. The project also included pavement and soil sampling to identify pavement rehabilitation recommendations. The design plans complied with the latest edition of Caltrans, Green Book, SPPWC and City Standards.

PARKS & RECREATION

Sand Canyon Avenue and I-405 Class I Bike Trail | Irvine Community Development Company | Irvine, California | Project Engineer

Jeff helped provide concept design and construction PS&Es for the Sand Canyon Avenue and I-405 Class I bike trail, a key 1-mile off-street trail connection that provides users with a safe and scenic route to local destinations. Services included horizontal layout, vertical profiling of the bike trail, grading and drainage design, and trail lighting design. The alignment of this bike trail passes through Southern California Edison (SCE) owned property for multiple circuits of overhead transmission lines and tower support structures. The City of Irvine negotiated a license agreement with SCE to allow the Class I bike trail use within their property. The design required a keen understanding of strict criteria established by SCE's transmission engineering department for the proposed grading, drainage, and surface improvements near the transmission tower foundations and future underground transmission facilities within the SCE property. The main challenge was designing a bike trail that met all project stakeholder's requirements and design code criteria. Our engineering team collaborated closely with SCE's transmission engineers and maintenance managers to coordinate horizontal alignment and vertical design of the bike trail and horizontal placement of the surface trail lighting and conduit system to meet design and maintenance requirements. Designs were also in conformance with Caltrans Highway Design Manual requirements for Class I Bike Trail design and met minimum photometrics required by the City of Irvine's security code.

Underground District Projects - Real Property/Easement & Civil Base Map Services* | City of Anaheim, Public Utilities Department | Anaheim, California

Jeff was responsible for preparation of civil base maps of all underground utilities including profiles for APUD transformers and other electrical facilities associated with the undergrounding of overhead power lines.

** denotes projects completed with other firms*

Susan Reid PE

Project Engineer
30 years of experience · Irvine, California

Susan has more than 28 years experience providing engineering and design services for public and private infrastructure projects. With expertise in precise geometrics and computer aided design (CAD), she has worked on numerous roadway, hydrology/hydraulic, and land development projects throughout Southern California. Susan utilizes numerous CAD programs, including AutoCAD Civil 3D InRoads/MicroStation, WSPGW, and various Orange and Los Angeles County hydrology and hydraulics programs.

EDUCATION

BS, Civil Engineering,

REGISTRATIONS

Professional Engineer #56872, State of California,

PROJECT EXPERIENCE

COMMUNITY INSTITUTIONAL

Laguna Beach Maintenance Facility and Act 5 Parking | City of Laguna Beach | Laguna Beach, California, United States | USD 8.5M | 2002 | Project Engineer

Susan provided assistance for the design of storm drainage, precise grading, and coordination with Caltrans of an eight-acre maintenance facility and parking area to be used by the public and city staff. The Scope of work also included the design of special storm water management systems, such as CDS units. Continuous coordination with the City, County of Orange, and Caltrans was needed to achieve the goals of the project.

ENVIRONMENTAL ASSESSMENTS

Chino Sphere of Influence | City of Chino | Chino, California | 1999 | Designer

Stantec provided an environmental inventory, mapping, and baseline opportunities and constraints phase for the initial subarea of a recent 7,200-acre dairyland addition to the City sphere. Stantec provided comprehensive area-wide mapping utilizing GIS (ARC CAD), and will be assisting the City of Chino with setting up a sub-regional GIS database. Stantec also prepared the master EIR addressing the City's general plan for areas to be annexed.

PARKING

Heritage Park Parking Lot Improvements | City of Irvine | Irvine, California | USD 0 | Design Engineer

Suan led the design and interdisciplinary coordination of a fast-track design improvement to a four-acre parking lot originally constructed in 1976. The design improved circulation, capacity, safety, water quality, and aesthetics. Consideration of concept elements included better circulation and ADA facilities, increased capacity, visually pleasing design, sustainable features, and safety.

Orange County Great Park Wild Rivers Parking Lot | City of Irvine | Irvine, CA, USA | USD 4M | Engineering Design Lead

Susan designed the 60% design plans, estimates, and details. The plans included demolition, grading, and drainage for the site and offsite grading and edge treatments to accommodate water quality treatment areas along the parkway. The parking lot was designed for heavy pedestrian routes, bus movements and parking, and future EV parking spaces in accordance with Title 24.

Redondo Beach Parking Lot and Welcome Park | City of Redondo Beach | Redondo Beach, California | Project Engineer

Susan designed precise grading, storm drain, lighting/electrical, and landscaping services for parking lot design. Parking and park improvements were designed to minimize the impact to existing large underground utilities, as well as carefully consider the interactions between pedestrian, bicycle and vehicular movements

Saddleback Church Parking Lot | Saddleback Church | San Juan Capistrano, California | Project Engineer

Susan led the civil design services, coordinated with other disciplines, including landscape and survey, and processed the plans directly with the city from the preliminary layout stage through construction. A key element of the design was the site circulation and ADA accessibility with an understanding of extreme peak periods of pedestrian and vehicular movements.

Act V Parking Lot and City Maintenance Yard | City of Laguna Beach | Laguna Beach, California | Project Engineer

Susan led civil engineering services for this 4.5-acre city lot, which included site parking layout studies, site grading with large retaining walls, various drainage studies with storm drain and impact basin design, various wet and dry utility design, site lighting, driveway access studies and design, shuttle passenger pick up area design, and encroachment permit processing.

Pacific Coast Highway (PCH) Junior Lifeguard and RV Parking Lot Rehabilitation | City of Huntington Beach | Huntington Beach, CA | Project Engineer

Susan led the civil design services, coordinated with other disciplines, and coordinated directly with the city for the PS&E documents through construction. The project schedule included scheduling aerial and field survey prior to the annual air show that restricts flight access for one month, and hitting a specific month for construction to minimizing parking lot shut during RV season.

MIXED-USE

Vellano Golf Course Community | Oaktree Capital Management, LLC | Orange County, California | Drainage Designer

Ms. Reid developed the drainage plans for this project in which Stantec provided engineering, surveying, mapping, and construction management services for the project, architecture services for the entire community and the golf course, and the wetland mitigation design.

ROADWAYS

Campus Drive/Bristol Street Intersection Improvement Project | John Wayne Airport | Orange County, California | Project Engineer

We are providing full A-E services for the City at this major arterial intersection to improve the level of service (LOS) and mitigate the future projected substandard LOS at the intersection of Culver Drive and University Drive. The site is surrounded by William R. Mason Regional Park, a Methodist Church, and a residential community. The local community is served by UC Irvine, University High School, Concordia University, and the City's University Park. Our services consist of civil engineering, right of way services, landscape design, flood control, utility relocations, and environmental permitting through final plans, specifications, and estimates

On-Call Street Improvements in Lake Forest's Light Industrial Area | City of Lake Forest | Lake Forest, California, US | USD 200k | ongoing | Project Engineer

Ms. Reid provided engineering for Front Street, Orange Avenue, and Whisler Drive—all located in a light industrial area—to improve roadway surface, drainage, and pedestrian access. The scope of work included preparation of numerous alternatives to design improvements with the least of right-of-way impact. She provided a design solution to an existing drainage sump with no storm drain outlet by modifying the street cross section to provide positive surface drainage towards an existing storm drain system.

Summit Valley Road Improvements | County of San Bernardino | County of San Bernardino and City of Hesperia, California, US | USD 50M | 2012 | Project Engineer

Susan is responsible for providing civil engineering services for the Summit Valley Road improvements, approximately 7.5 miles in length. Her services include preparation of feasibility studies and final PS&E.

Kline Drive Roadway and Storm Drain Improvements | OC Public Works | County of Orange and City of Newport Beach, California, US | USD 825k | 2010 | Project Engineer

Susan was responsible for developing various alternatives to alleviate storm drain issues, preparing detailed hydrology and hydraulics computations, and preparing the County of Orange Environmental Analysis Checklist.

Sand Canyon Avenue Widening and Realignment | The Irvine Company | Irvine, California, United States | USD 28M | Senior Design Engineer

Responsible for the storm drain, hydrology, and hydraulics design, Stantec provided design surveys, plans, specifications, project schedules, cost estimates, and CEQA/environmental documentation for the widening of Sand Canyon Avenue. The existing four-lane roadway will be widened to its full right-of-way. The widening will provide six lanes of travel, intersection turning movements, traffic signals, curb, gutter, sidewalk, storm drain facilities, dry utilities, and IRWD sewer and water facilities. Additional services include right-of-way engineering; potholing; hydrology and hydraulic studies and reports; utility composite plan; traffic control plan; and improvement plans for domestic and reclaimed water, street improvements, IRWD improvements, traffic signals, signing and striping, sewer, and storm drainage. Additional services include research and base data review; permitting and application; bidding assistance; preparation of project manuals; and organization of project team and review meetings.

WAREHOUSE / LIGHT INDUSTRIAL

Irvine Spectrum 8 - Engineering | Irvine Industrial Company | Irvine, California

Stantec was responsible for providing engineering and design services for the Spectrum 8 project, which is located in Irvine, California. The site contains 640 acres, of which 612 of agricultural land will be converted to a research and development office park and open space. Stantec's scope of services included preparing the lotting study in conjunction with the client and the site planner; completing the preparation and securing the approval of the vesting tentative parcel map; preparing the preliminary utility layout plans; completing the design and securing the approval of the mass grading plan; preparing the record data base mapping and record of survey; preparing the major storm drain infrastructure; preparing the erosion control, SWPPP, and NOI reports; and preparing the highway widening and roadway infrastructure plans.

BICYCLE / PEDESTRIAN STUDIES

Burbank Channel Bikeway Project | Burbank, California | Project Engineer

We are providing full A-E and environmental services to the City of Burbank which completes an important bikeway link through design of a Class I bikeway and multi-use trail along the Burbank Channel. This bikeway will extend from the City's Metrolink station south toward the Los Angeles River Trail located just beyond the City limits. We have provided presentations at council meetings, met with the community in open gatherings and one-on-one with the City, and also helped develop a community survey to gather input from all interested members. Our concept designs looked closely at each of their concerns and provided detailed cost estimates of the proposed project alternatives. One of the interesting project challenges is the conversion of an abandoned rail road spur line bridge to be used for the bikeway with added protective railing. We are also providing at-grade crossings at four locations and linkages to dead-end streets at four locations.

TRAFFIC CALMING

Saddleback Ranch Road Engineering Design | City of Lake Forest | Lake Forest, California | Project Engineer

We are providing full A-E services for traffic calming, improvements to improve traffic operations in a residential and educational facility area. Conceptual studies were prepared and presented to the stakeholders in a number of workshops. The scope of work included preparation and of preliminary engineering studies, PS&E documents.

Saddleback Ranch Road Engineering Design | Lake Forest, California | Project Engineer

We are providing full A-E services for traffic calming, improvements to improve traffic operations in a residential and educational facility area. Conceptual studies were prepared and presented to the stakeholders in a number of workshops. Susan led the preparation and of preliminary engineering studies, PS&E documents.

Berkeley Street Traffic Calming | City of Santa Monica | Santa Monica, California, United States | USD 400k | Project Engineer

Susan provided civil engineering design services for medians and curb extensions, realignment of a large intersection, and implementation of appropriate traffic controls. The project addressed neighborhood traffic concerns on Berkeley Street, a short cut that draws traffic from outside of the neighborhood and is inundated with speeding. Stantec's neighborhood workshops helped the residents develop a plan. Subsequently, Stantec designed the neighborhood-endorsed improvements and also assisted the City prepare and design roadway improvements to increase safety around the Santa Monica High School (Samohi). Improvements offered various safety improvements, including a road diet on some of the roadways and various multi-modal alternatives to improve access, pedestrian and bicyclist safety, and travel time.

Keith Rutherfurd TE

Traffic Engineering
38 years of experience · Irvine, California

Keith offers more than 36 years of experience in transportation and traffic engineering with a broad background in transportation analysis and preparing design plans. He performs technical analyses and studies, prepares various reports, and designs improvement plans for numerous private and public works projects. Keith has also served as an on-call consultant to public agencies. His specific transportation engineering experience includes road alignment studies; highway and street improvements design, comprising geometric studies, interchanges, and ramps; traffic engineering, as well as site impact studies, parking and bikeway studies, bus operations, signing, striping, traffic signal, and traffic control plan design.

EDUCATION

Bachelor of Science, Administrative Studies

Master of Science, Civil/Transportation Engineering,

REGISTRATIONS

Licensed Traffic Engineer #TR001647, State of California

MEMBERSHIPS

Member, Orange County Traffic Engineers Council

Member, American Society of Civil Engineers

Member, Institute of Transportation Engineers

PROJECT EXPERIENCE

ROADWAYS

Irvine Avenue Pavement Rehabilitation | Cities of Newport Beach and Costa Mesa | Traffic Lead

Keith led the traffic engineering design including preparation of signing and striping plans for pavement rehabilitation and pedestrian and cyclist safety improvements along Irvine Avenue from 16th Street to Santiago Drive. Mariners Elementary School is located within the project limits, and Newport Harbor High School is adjacent to the project limits. Sidewalk repairs and ADA-compliant curb ramps were constructed to provide improved safety to school children and pedestrians. An accelerated schedule was required to help ensure the improvements are completed before the next school year. As part of this project, a buffer between the bike lane and the travel lane will be added from 17th Street to Dover Drive/19th Street to increase the road's safety.

Pennsylvania One-Way to Two-Way Street Conversion | Santa Monica, California | QA/QC

Keith oversaw engineering plans and assisted with bidding documents to convert Pennsylvania Avenue from an existing one-way street to a two-way street between 26th and Stewart Streets. The project involved traffic signal modifications at Pennsylvania Avenue and 26th Street; preparation of signage and striping plans, including relocation and installation of new parking meters; and addition of a bicycle lane to connect an existing bike route on Stewart Street. Efforts helped improve traffic circulation, mobility, connectivity, vehicle access, reduced congestion, and increased pedestrian and cyclist comfort and safety.

Newport Boulevard Widening Project | City of Newport Beach | Newport Beach, California, United States | USD 4M | Traffic Design Task Manager

Keith was traffic design lead for preparation of PS&E for widening improvements along Newport Boulevard between Via Lido and 30th Street (approximately 1,600 feet). Project features included pavement wideining and median improvements, pavement rehabilitaton, new ADA-compliant curb ramps and driveways, four (4) traffic signal modifications, drainage improvements, signing and striping, landscaping and irrigation, new street lighting, and new parking lot construction. Staged traffic control plans were prepared for project implementation. Role: Traffic Design Task Manager | Cost: 4.02 million | Dates involved: 07/2012-11/2016

North San Fernando Boulevard Safety Improvements | Burbank, California | Traffic Manager

Keith managed traffic signal modifications, as part of safety improvement designs to reduce vehicle travel speeds, enhance traffic operations and improve visibility and separation of vehicles, bicycles, and pedestrians for North San Fernando Boulevard between Grismer Avenue and Walnut Avenue. The project included the design of curb extensions to improve the alignment at intersections, traffic signal modifications, adding bike lanes, left turn lanes, and ADA ramps and crossings. Funding of this project used a Federal Highway Safety Improvement Program (HSIP) grant and the project had to comply to Caltrans and federal guidelines for design and construction procurement. Stantec prepared the PS&E package as well as all associated documents and exhibits in Caltrans LAPM for authorization to proceed with right-of-way acquisition and construction.

replacing the existing V ditch along the roadway.

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** denotes projects completed with other firms*

Fundadores Crosswalk Bulb-Out Upgrades* | City of Rancho Santa Margarita | Rancho Santa Margarita, California | Project Manager

Keith managed the final civil and traffic engineering design services improving school crosswalk bulb-out upgrades on Avenida de los Fundadores at Pasada Valiente and Ama Daisy adjacent to Cielo Vista Elementary School. The project scope included curb bulb-outs with ADA access ramps, ADA ramp up-grades, enhanced sidewalks and crosswalks, traffic calming features, and modified landscaping and irrigation systems.

State Route 55 Widening* | Orange County Transportation Authority | Orange County, California

Keith was responsible for the PS&E striping, signing, traffic control, traffic signal modification, and ramp metering design for widening a 1.2-mile segment of this freeway from Walnut Avenue to Taft Avenue in the City of Orange. These traffic improvements required preparing more than 100 plan sheets and have an estimated construction cost of more than $1.2 million dollars. Project responsibilities also included preparing an operational traffic analysis of proposed improvements at the Route 55/Katella interchange and a Traffic Management Plan (TMP) for mitigation of project construction impacts.

Cactus Avenue Widening* | City of Rialto | Rialto, California | Traffic Task Manager

Keith assisted with widening Cactus Avenue between Foothill Boulevard and Etiwanda Avenue in the City of Rialto. The project involved widening the roadway approximately 26 feet on the west side of Cactus Avenue to a width of 72 feet and installed curb and gutter along the west side. Keith was responsible for preparing signing and striping, and construction traffic control plans.

Free Right Turn Lane at Fred Waring Drive and Highway 111* | City of Palm Desert | Palm Desert, California | Traffic Design Task Manager

Keith assisted with designing a free right turn lane from westbound Fred Waring Drive to northbound Highway 111 on behalf of the City of Palm Desert, Department of Public Works. The proposed free right turn lane will replace the existing dual right turn lanes and will reduce congestion at the intersection by eliminating signalized control for the right turn movement. The specific elements of work include traffic signal modifications and signing and striping design plans.

On-Call Traffic Engineering Consulting Services* | City of Irvine | Irvine, California | 1997-Present

Keith is providing on-call traffic engineering services to the City of Irvine (City). Services include traffic plan check and report review. Traffic plan review includes signing and striping, traffic signal, and traffic control plans.

Dune Palms Road and "A" Street Roadway and Traffic Signal Improvements* | City of La Quinta | La Quinta, California | Project Manager

Keith managed the PS&E for roadway improvements and traffic signal installation at the intersection of Dune Palm's Road and "A" Street in the City of La Quinta. The project provided a new roadway alignment that provides access to an existing Desert Sands Unified School District facility and a new Redevelopment Agency residential and commercial development. The project included traffic data collection and signal warrant analysis, utility coordination, design survey, concept plan development, legal and plat preparation for right of way and temporary construction easements, and preparation of final PS&E. The improvements at the intersection provided a new 8-phase traffic signal, bus turn out, catch basin relocation and drainage improvements, and extended and modified raised medians. Our firm also provided support services to the City during the bid and construction phases of the project.

Gerald Ford and Frank Sinatra Drive Traffic Signal* | City of Palm Desert | Palm Desert, California | Project Manager

Keith managed the traffic signal design and related improvements at the Frank Sinatra Drive and Gerald Ford Drive intersection. He performed utility and electrical service point coordination, recommended traffic signal operation, signal interconnect improvements, median modification and access ramp improvements, evaluated the need for a construction/maintenance easement and prepared legal documents, for the southerly approach to the intersection, and prepared final PS&E. All plans are being prepared using AutoCAD in accordance with city standards and include a title sheet, street improvement plan, traffic signal modification plan, and a signal interconnect/signing and striping plan.

HSIP Cycle 5 and 6 – Traffic Signal Modification Design at 3 Locations* | City of Orange | Orange, California | Project Manager

Keith managed the PS&E for traffic signal modifications under Cycle-5 of the Federal Highway Safety Improvement Program (HSIP) to implement protected left-turn phasing at three signalized intersections in the City of Orange. The improvements were a top safety priority to reduce the number of pedestrian/vehicle right of way violations that occur at the intersections. Protected left-turn phasing helps reduce accidents by clearly assigning right of way to left-turning vehicles and allowing pedestrians to cross the street during a separate signal phase, free of conflict from left-turning vehicles. The project locations were at the intersections of Chapman Avenue and Hewes Street, Tustin Street and Mayfair Avenue, and Chapman Avenue and Esplanade Street. The project also included signal upgrades, including new controller cabinets, LED signal indications, luminaires, and illuminated street name signs, ADA ramps, new signal pole standards and mast arms, and new wiring with conductor cable. Base mapping from a field design survey at each location at utility coordination was prepared.

** denotes projects completed with other firms*

Santa Margarita Parkway, La Promesa And Coto De Caza Dr. Rehabilitation Projects* | City of Rancho Santa Margarita | Rancho Santa Margarita, California | Project Manager

Keith managed the street rehabilitation of 1.3-miles of Santa Margarita Parkway and .4-miles of La Promesa/Coto De Caza Drive in the City of Rancho Santa Margarita. Project improvements included AC pavement removal and ARHM overlay, reconstruction of access ramps and traffic signal push button upgrades meeting current ADA requirements. The work along Santa Margarita Parkway from Avenida de Las Flores to Plano Trabuco Road was implemented in three project phases and separate PS&Es were prepared for each segment. Utility investigation and coordination was conducted for each project segment, pavement rehabilitation striping, pavement markings, and traffic signal loop detectors were restored. The project also included pavement and soil sampling identifing pavement rehabilitation recommendations. The design plans complied with the latest edition of Caltrans, Green Book, APWA, and city standards.

223rd Street/Wardlow Road Traffic Signal Synchronization Project* | County of Los Angeles | County of Los Angeles, California | Project Manager

Keith managed to conduct field inventory and document intersection geometrics and traffic signal facilities at 13 intersections, including signal pole types and mast arm lengths, vehicle and pedestrian indication types and sizes, detection types, controller cabinets, and hardware types, safety lighting, crosswalks, medians, sidewalks, access ramps, lane widths, and striping. Following field inventory, improvement plans were prepared for implementation of the recommended signal improvements per Los Angeles County Department of Public Works standards. Signal plans for two locations were prepared in accordance with City of Los Angeles Department of Transportation (LADOT) standards.

I-5/Culver Drive/Trabuco Road Interchange Improvements* | City of Irvine | Irvine, California | Traffic Task Manager

Keith was responsible for preparing plans, specifications, and cost estimates for traffic signal modification and relocation of ramp meter and communication conduits as part of capacity improvements to the I-5/Culver Drive/Trabuco Road interchange for the City of Irvine (City). Traffic signal modification plan preparation included a removal and final plan for improvements at the Culver Drive and Trabuco Road intersection. A traffic signal interconnect and conduit relocation plan has been prepared for reinstallation of City and Caltrans interconnect conduits and ramp meter conduit.

OCTA Bus Rapid Transit Program - Bus Stop Enhancements* | Orange County Transportation Authority | Orange County, California

Keith prepared lighting design plans for enhancing 109 bus stop stations located strategically along three bus rapid transit routes in Orange County, California and within 12 different cities

17th Street/Tustin Avenue and Harbor Boulevard/Wilson Street Intersections Improvements* | City of Costa Mesa | Costa Mesa, California | Project Manager

Keith managed the PS&E for intersection capacity and aesthetic improvements at the 17th Street/Tustin Avenue and Harbor Boulevard/Wilson Street intersections. Project capacity improvements at 17th Street/Tustin Avenue included exclusive right-turn lanes on the eastbound and northbound approaches and a far-side bus turn-out on eastbound 17th Street. The improvements at this location also included decorative crosswalks, new curb returns, and ADA-compliant access ramps, new sidewalk and tree wells, raised medians with landscaping and irrigation systems, and new street lighting. Improvements at Harbor Boulevard and Wilson Street included an exclusive westbound right-turn lane including retaining wall design. The firm prepared all street improvement plans for these projects including roadway plans and profiles, detail sheets, traffic signal modification, signing and striping, and street lighting.

ASouth Coast Highway (Route 1) Street Lighting Master Plan | City of Laguna Beach | Laguna Beach, California | 2020-Present | Project Manager

Keith is managing preparation of a master plan for a proposed City-owned street light system along the entire six-mile alignment of South Coast Highway through the City Limits. This project includes data collection, utility research and coordination, field review, photometric analysis, and preliminary plan and cost estimate preparation. The plan will be implemented through a series of smaller final plans, specifications, and estimate (PS&E) design projects as utility undergrounding projects are undertaken and/or project funding is available. The preliminary design included in the master plan will serve as a reference for final design projects.

TRAFFIC SIGNALS DESIGN

Protected-Permissive Left-turn Phasing Traffic Signal Modification, CIP No. 331704 | City of Irvine | Irvine, California | USD 16M | ongoing | Project Manager

Keith managed implementation of a protected-permissive left-turn phasing with flashing yellow arrow at up to six intersections within the City of Irvine. Following data collection and field inventory, an existing conditions and design report was prepared which documented design recommendations for each location. PS&E was prepared for each project intersection including ADA access ramp upgrades, raised median nose removal, signing and striping, traffic signal improvements including video detection and CCTV systems, and phased traffic control for project implementation. The design phase was completed in early 2018 and Stantec will provide construction support services during construction which is scheduled to begin in late June 2018. Following construction, Stantec will prepare monitoring reports at 1-month, 6-month, and 12-month intervals. Role: Project Manager | Cost: 1.16 million | Dates involved: 04/2017-present

** denotes projects completed with other firms*

Bita Sadri PE

Senior Project Manager
19 years of experience · Irvine, California

Bita is a certified professional engineer with 19 years of experience in planning and engineering public infrastructure and civil projects, with a focus on local and regional infrastructure facilities. She has extensive experience in designing and improving public and private infrastructure, regional and sub-regional drainage systems, and other infrastructure facilities. Additionally, she has experience preparing project plans and construction documents for repair, rehabilitation, upgrades, and improvements.

EDUCATION

Bachelor of Science in Civil Engineering

REGISTRATIONS

Professional Engineer #79576, State of California

PROJECT EXPERIENCE

CIVIL ENGINEERING

First Aqueduct Tunnel Rehabilitation Design Build | San Diego County Water Authority (SDCWA) | California, United States | Civil Project Manager

The first design build rehabilitation of three 72" water tunnels for SDCWA. Lilac (500 feet long) and Red Mountain (3,100 feet long) tunnels were rehabbed using geopolymer methods and Oat Hills tunnel (3,600 feet long) was slip lined with fiberglass reinforced plastic (FPR). Bita managed preparation of design build civil construction drawings. She also managed and coordinated site development, surveying, utility coordination, rights-of way and easement evaluation, erosion control plans, temporary excavation, permanent rock excavation, structural demolition, reconstruction, and preparation of As-built plans.

Lake Hodges Dam Near-term Improvement* | City of San Diego | California, United States | Civil Project Manager

Bita reviewed near-term improvement report and prepare scope and fee proposal for on-call improvement plans for City of San Diego for Near-term structural and civil improvement including dam survey scope. She prepared 50% access improvement plans and leak monitoring plan for the Hodges Dam near-term improvements.

Poseidon Desal Plant Phase 2 Intake Preliminary Design* | Carlsbad, California, United States | Civil Project Manager

Bita evaluated options for preliminary design of derbies collection and construction access for preliminary design plans for Poseidon desalination plant in Carlsbad. This included 30% civil and demolition plans.

FE20-02 Digester Rehabilitation, Orange County Sanitation District* | California, United States | Civil Project Manager

Bita was involved in managing the digester C, D, F, and G mechanical rehabilitation project at plant No. 2. The mechanical equipment including four high rate mixing pump, four heat exchangers, four recirculation pumps, two sludge transfer pumps and associated piping. She managed the project coast, schedule, team coordination and client coordination.

PA39 Los Olivos Phase 2 Tentative Tract Map* | Irvine, California, United States | Project Engineer

Bita prepared the preliminary storm drain, sewer, recycle water and water utility layout for the project. After approval of the Tentative Tract Map, she prepared the on-site storm drain improvement plans including natural treatment basin plans, on-site sewer plans, and on-site storm drain hydrology and hydraulic report for the Irvine Company project in City of Irvine.

Natural Treatment System Regional Facilities Project* | Irvine, California, United States | Design Engineer

This project involved development of the hydraulic modeling required to ensure the original hydraulic capacity of channel after implementation of the Natural treatment system (NTS). Bita prepared the hydraulic analysis for the Santa Ana/Santa Fe Channel, Peters Canyon Wash and San Diego Creek. The final improvement Plan was approved by Orange County Flood Control District.

Yorba Linda Bastanchury Road Widening Project* | Yorba Linda, California, United States | Design Engineer

The project involved review of existing off-site hydrology studies. Flooded with calculation and existing and proposed hydrology. The on-site storm drain construction plan was developed for widened street.

** denotes projects completed with other firms*

Michelson Water Reclamation Plant | Warehousing and Water Quality | Irvine Ranch Water District (IRWD) | Irvine, California | Civil Engineer

Bita was responsible for the civil engineering scope of work for a 1,500 square foot new Water Quality storage building and warehouse. She oversaw the site grading and yard piping for the Michelson Water Reclamation Plant. She coordinated the localized site surveying (above and below grade), assessments of soil conditions, and civil portion of the project. Bita performed the existing utility investigation and coordination and how to best limit the impact to existing operations during construction. Bita met with the District, coordinated construction document development (at 60%, 100% & Final documentation), and will be working on Bid Phase Preparation and Addenda, as needed.

CONVEYANCE

New Model Colony Backbone Infrastructure Facilities* | Ontario, California, United States | Design Engineer

This project involved the design and implementation of water quality Management Plans (WQMP). Efforts included development of the master plan of drainage for NMC East approximately 34 miles of arterial streets. Bita supported preparation of the 35%, 65% and 100% level storm drain improvement plans. Project efforts involved preparation of final hydrology analyses, utilizing AES hydrology software and San Bernardino Flood Control requirements. The final design hydraulics utilized WSPG for conveyance systems, and AES CH1 for street capacities and storm drain Inlet facilities.

Irvine Ranch Water District, Orange Park Acres Improvement Plans for Sewer System * | Irvine, CA | Design Engineer

This project involved analysis of existing water model for Irvine Ranch Water District using H2OMAP Water GIS. Bita provided analysis of existing septic tanks sewer, including some existing city sewer, using H2OMAP Sewer GIS.

Spring Mountain Ranch, Highgrove Project* | Riverside, California, United States | Design Engineer

This project involved the preparation of 100-year hydrology and hydraulic calculations, as well as preparation of storm drain and inlet capacity analysis and sizing.

Desert Lakes Planned Recreational Community Project* | California, United States | Design Engineer

This project involved on-site and off-site storm drain master planning and modeling. Bita provided guidance and input in an effort to integrate and minimize drainage infrastructure.

Desert Springs Resort Project* | Imperial, California, United States | Design Engineer

This project effort involved preparation of the Tentative/Preliminary Master Plan of Drainage. Responsibilities included addressing storm flows from approximately 2,400 acres of off-site tributary area and providing different alternatives, as well as utilizing the proposed lake facilities as conveyance throughout the site and reducing the con-site storm drain facilities. Tentative level of construction documentation identified all drainage and water quality infrastructure for off-site/on-site.

PA 5, Irvine Company Development Project* | Irvine, California, United States | Design Engineer

Bita was responsible for preparing tentative hydrology reports based on the Orange County Drainage Manual. Efforts involved desolating basin design and implementation for mass grading plans. Bita prepared the finalized drainage report, including hydrology, hydraulics, catch basin sizing, and detention basin sizing. She also developed the on-site and off-site drain improvement plans.

Sares-Regis Group Project* | Torrance, California, United States | Design Engineer

Los Angeles County allowable flow investigation for Commercial property Design. Project efforts included detention facility sizing and design, and preparation of hydrology and hydraulics calculation and report.

PA 40 East, Irvine Company Apartment Communities* | Irvine, California, United States | Design Engineer

Bita developed on-site storm drain improvement plans and prepared drainage reports, including hydrology and hydraulic calculations.

Forest Lawn Memorial Park Project* | Los Angeles, California, United States | Design Engineer

Bita performed pre- and post-project hydrology calculations based on the LA County Modified Rational Method. Efforts involved preparing the preliminary storm drain, sewer, irrigation, water and dry joint utility layout. Developed on-site storm drain improvement plans.

Temple Hills Storm Drain Improvement Project* | Laguna Beach, California, United States | Design Engineer

Bita supported the as-built plan, data collection, and field investigation. Improvement plan preparation project efforts involved preparing the alternative improvement and the proposed hydrology and hydraulics report for the City.

K. Hovnanian's Four Season Project* | Beaumont, California, United States | Design Engineer

Bita prepared the on-site storm drain hydrology and hydraulic report and the on-site storm drain improvement plans for this project.

Santa Ana Country Club Project* | California, United States | Design Engineer

This project involved a new sewer lateral connection plan and permit with Costa Mesa Sanitary District. Bita prepared the on-site grading and storm drain plans, On-site pre- and post-project hydrology study and report for the County of Orange.

** denotes projects completed with other firms*

ROADWAY

Cow Camp Road Extension Project* | Rancho Mission Viejo, California, United States | Project Engineer Manager

Bita reviewed and managed the design implementation of two runoff master plans and drainage facility design for PA-2 and PA-3 for unincorporated area of Orange County for Rancho Mission Viejo Community. The runoff master plans included traditional and innovative hydrology and hydraulics, advanced sediment transport, GIS, and stormwater quality. The design and construction included flood water quality, regional flood control basin and storm drain plans for Cow Camp Road extension including two creek bridge crossings. Interim facilities and design were considered for off-site areas of project based on phasing. Cow Camp Road on-site storm drain improvement plans were prepared for the County of Orange.

I-15 ELPSE Project* | Riverside, California, United States | Project Manager

Bita managed preparation of hydraulic study and summary floodplain evaluation report, as well as rapid assessment of stream crossing for Interstate 15 Express Lane southern extension for Riverside County Transportation Commission project.

TRANSIT

Caltrans District 12 Rout 73/133 Safety Project* | Laguna Beach, California, United States | Water Project Manager

Existing and proposed HEC-RAS study for hydrology was prepared, as well as hydraulic analysis for existing and proposed improvements. Bita supported with review and preparation of the report required for improvement and construction plan for Caltrans improvements.

Caltrans District 7, SR-71 Project* | Pomona, California, United States | Project Engineer

Project efforts included as-built plan data collection, and field investigation. Bita prepared the existing hydrology and hydraulics calculations and report based on existing and allowable flow provided by Los Angeles County requirement of allowable flows for the existing drainage facility crossing the SR-71.

** denotes projects completed with other firms*



Sean Neprud PE, LEED AP

Process Mechanical Engineer
21 years of experience · Pasadena, California

Sean is a mechanical engineer with 19 years of experience in water and wastewater treatment, mechanical electrical and plumbing (MEP), and decorative water features. He brings 13 years of experience servicing the water and utilities sector in the Western US, and several years of experience engineering and managing decorative water feature projects internationally. He also is knowledgeable on a variety of infrastructure elements, including pumping and piping systems, emergency power generators, compressed air, fire protection, electrical power distribution systems, chemical storage and delivery, control systems, and instrumentation. As a project manager, Sean is experienced in all stages of traditional and creative engineering projects, including engineering, construction management and coordination, production, startup and commissioning, and project closeout.

EDUCATION

BS Engineering,

BA Studio Art,

REGISTRATIONS

Professional Engineer #M 33458, California Board for Professional Engineers, Land Surveyors, and Geologists

LEED Accredited Professional, Green Building Certification Institute

PROJECT EXPERIENCE

WATER TREATMENT

Chlorine Storage and Scrubbing Facility Retrofit* | Calleguas Municipal Water District | Thousand Oaks, California | USD 180k | 2011-2012 | Project Engineer and Mechanical Engineer

Sean was responsible for the retrofit of a chlorine storage and emergency scrubbing system at a water treatment facility. As project engineer, Sean provided project coordination, on-time delivery of project deliverables, and coordination of services through project completion. As mechanical engineer, he designed a dry-media chlorine scrubbing system to replace an existing wet chlorine scrubber that included forced air systems, ventilation, and emergency containment systems for a chlorine storage facility.

Jamieson Canyon Water Treatment Plant Improvements* | City of Napa | Napa, California | 2009 to 2012 | Mechanical Engineer and Construction Coordinator

This $38 million project expanded an existing water treatment plant. Sean engineered plant water and emergency fire pump stations, building mechanical and plumbing systems, laboratory facilities, and process facilities for ozone treatment. He was the lead coordinator of the engineering services provided during construction, including cross-discipline coordination, shop drawing, RFI review, and record drawing production.

Avenue Water Treatment Plant Membrane Upgrade* | City of Ventura | Ventura, California | 2006 to 2007 | Construction Coordinator

Sean performed mechanical engineering design and coordinated the engineering services during the construction of a 22-million-membrane treatment upgrade with 10 MGD capacity. He engineered chemical storage and delivery systems, pumping, and process mechanical piping systems. As construction coordinator, he managed shop drawing and RFI review and performed day-to-day coordination with the Contractor and the City's Construction Manager.

San Fernando Basin Groundwater Remediation, Design-Build | Los Angeles Department of Water & Power | Los Angeles, CA | 2020-Present | Process Mechanical Engineer

Sean was the mechanical lead for remediation and modifications of 17 groundwater pumping stations. He served as the mechanical process engineer for two treatment sites that use Granular Activated Carbon (GAC) filtration and UV/Advanced Oxidation Process treatment for groundwater. The project includes large GAC filtration pressure vessels, pre-treatment mechanical filters, and ultraviolet reactors. Sean was heavily involved in designing several pump stations at the two sites, including a waste pump system and a recirculation system for processing water. Sean also worked directly on chemical storage and delivery systems for peroxide, ammonia, and fluoride.

PFAS INVESTIGATION AND MITIGATION

City of Santa Ana PFAS Water Treatment Plant Well No. 40 | Orange County Water District | Santa Ana, CA | Process Mechanical Engineer

Sean was the process mechanical engineer for a PFAS treatment system that used ion exchange pressure vessels to remove contaminants. This project also included the design of a pre-treatment cartridge filtration, booster pump, and mechanical modifications to an existing groundwater well pump station.

** denotes projects completed with other firms*

City of Santa Ana PFAS Water Treatment Plant Well 38 | Orange County Water District | Santa Ana, California | Process Mechanical Engineer

Sean was the process mechanical engineer for a PFAS treatment system that used ion exchange pressure vessels to remove contaminants. This project also included the design of a pre-treatment cartridge filtration, booster pump, mechanical modifications to an existing groundwater well pump station, and a hypochlorite generation and feed chemical system.

WASTEWATER

Long Beach Municipal Urban Stormwater Treatment | City of Long Beach | Long Beach, California | 2020 | Process Mechanical Engineer

Sean was the lead process mechanical engineer for this treatment facility for urban runoff stormwater. This project includes the mechanical engineering for the installation of Continuous Ultra Filtration (CUF) and photo-catalytic treatment equipment. In addition to those treatment systems, the project includes media filters, pumps for both clean and wastewater, and chemical storage and dosing equipment.

Chambers Creek Regional Wastewater Treatment Plant Expansion* | Pierce County | Tacoma, Washington | 2011-2013 | Mechanical Engineer

With a forecasted population growth increase, the Chamber's Creek Regional Wastewater Treatment Plant (45-MGD) expansion added 50% more capacity. As lead mechanical engineer, Sean performed mechanical engineering for process and non-process areas, including ventilation and other utility services for process mechanical wastewater equipment.

Orange Cove Wastewater Treatment Plant* | City of Orange Cove | Orange Cove, California

Sean performed process and building mechanical engineering, including aeration systems, solids handling, chemical dosing, and building mechanical engineering for process and non-process facilities.

Philadelphia Pump Station Pump Improvements Project | Inland Empire Utility Agency | Ontario, CA | 2022-Present | Process Mechanical Engineer

Sean is the lead process mechanical engineer for the analysis of a replacement pumping system in an existing pump station facility. The project consists of analyzing and recommending replacement pumps, developing a control strategy to maximize utility of the pumps and efficiency of operation, replacing the ventilation and cooling equipment for electrical control equipment, and replacement of the existing chemical storage and dosing equipment. As lead Process Mechanical engineer Sean drafted the mechanical portions of five Technical Memorandums that analyze various pieces of the overall replacement project, and helped with the overall coordination and completion of the memorandums that will be the basis of the preliminary design for the replacement project.

MECHANICAL ENGINEERING

Commercial Vehicle Enforcement Facility* | Fairfield, California | 2009-2012 | Mechanical Engineer

This vehicle inspection facility consisted of a wastewater pump station, emergency power generation, building mechanical, and fire protection. This project was awarded LEED Silver status.

Commercial Vehicle Enforcement Facility* | California Highway Patrol | Fairfield, California | 2009-2012 | Mechanical Engineer

Mechanical engineer for a vehicle inspection facility including MEP, emergency power generation, fire protection, and wastewater pump stations.

1106th TASMG Hangar Roof and HVAC Replacement* | California National Guard | Fresno, California | 2010-2012 | Mechanical Engineer

Project Engineer and mechanical engineer for replacement of roof and all HVAC equipment for an aircraft repair facility.

PUMP STATION

Yosemite Valley Pump Station Upgrade* | National Park Service | Yosemite, California, United States | 2004 to 2007 | Mechanical Engineer

Sean performed mechanical engineering for sewer pump stations and a backup emergency power generator at Yosemite Village, Curry Village, and Housekeeping Camp. The pump stations consisted of submersible non-clog sewage pumps ranging in size from 40 horsepower to 5 horsepower, and also included sewage grinders and odor control. These lift stations pump through over a mile and a half of force main to convey over half of the sewage flow through Yosemite Valley. This project was completed while Sean was Mechanical Engineer at Kennedy/Jenks Consultants.

Friant-Kern Canal Middle Reach Capacity and Subsidence Correction Project | Friant Water Authority & U.S. Bureau of Reclamation | California, United States | 2021 | Process Mechanical Engineer

Sean was lead mechanical engineer for five irrigation pump stations with pumps varying in size from 250 horsepower vertical turbine pumps to 10 horsepower mixed-flow pumps. The pump stations also include a air over water surge tank for surge mitigation and mechanical travelling screens.

WATER FEATURE DESIGN

Allegro and Tide Water Feature at Dubai Opera House* | Emaar | Dubai, Dubai, United Arab Emirates | USD 6.5M | Project Lead and Primary Mechanical and Electrical Engineer

Sean lead a project and was the primary mechanical and electrical engineer for two decorative water features including water filtration and treatment, compressed air, and system design, and performance.at the Dubai Opera House.

** denotes projects completed with other firms*

Medusa and Gallant Water Features at Emaar Sqaure* | Emaar | Istanbul, Turkey | USD 5.5M | Project Manager, Mechanical Engineer, and Electrical Engineer

Sean managed the project and provided mechanical and electrical engineering services for two decorative water features including water filtration and treatment, water circulation pumping systems, natural gas distribution and safety systems, and overall system and performance.

The Vortex at Jewel Changi Airport* | Changi Airport | Singapore | USD 1.5M | Mechanical and Electrical Engineering

Sean engineered the mechanical, electrical, and instrumentation systems for a 10,000 gallon per minute indoor waterfall architectural feature. The design included five pump stations with mechanical piping systems coordinated provided mechanical and electrical engineering services for the central water feature consisting of 7,200-gallon-per-minute indoor waterfall, including pump stations, water treatment, and water storage.

** denotes projects completed with other firms*

Simon Lin Ph.D., PE, SE

Civil/Structural Engineering Team Lead
20 years of experience · Pasadena, California

With more than 18 years of national and international experience as a civil/structural engineer, Simon has a strong structural analysis background with hands-on structural design and project management experience. His professional expertise includes water delivery facilities, earthquake engineering, seismic retrofit and design, and applications of advanced technologies.

EDUCATION

Doctor of Philosophy, Civil/Structural Engineering,

Bachelor of Science, Engineering Mechanics (Aerospace)

Master of Science, Mechanical Engineering

REGISTRATIONS

Registered Civil Engineer #C73920, State of California

Licensed Structural Engineer #S5911, State of California

Disaster Service Worker (DSW) Volunteer #SAP 64451, State of California

MEMBERSHIPS

Member, American Concrete Institute (Atlantic)

Member, American Institute of Steel Construction

Member, Structural Engineers Association of Southern California

PROJECT EXPERIENCE

WATER AND WASTEWATER FACILITIES

San Fernando Groundwater Remediation Project Tujunga Central Treatment Facility and North Hollywood Central Treatment Facility | Los Angeles Department of Water & Power | North Hollywood & Tujunga | 2019 - 2022 | Structural Engineer Lead /SEOR

As a lead of structural engineering discipline (also structural engineer of record), Simon is involved in the progressive design build project for two treatment facilities within the San Fernando Basin, including Tujunga site and North Hollywood site. Both sites are similar and consist of a UV AOP building, Granular Activated Carbon (GAC) vessels, peroxide facility, pretreatment and back wash waste tank. Simon is leading design and constructability for all structural-related components and providing expert recommendations to the project team and the Department's considering a reasonable construction cost.

Los Angeles River and Arroyo Seco Low Flow Diversion Project (TOS-14) | Los Angeles Bureau of Engineering | Los Angeles | 2020 | Structural Engineer Lead/Structural Engineer of Record

As a structural lead, Simon is involved in the LABOE project of five low flow diversion system. The project will divert dry-weather flow from prioritized stormwater outfalls to sanitary sewers for treatment at Hyperion Water Reclamation Plant. Project construction consists of storm drain diversion structures with weirs and pipelines, trash collection maintenance holes, pump stations, discharge pipes, pressurized pipes, valve and meter vaults, and power supplies for pump stations. Simon oversees structural design and repair, as well as constructability for all structural components of system.

City of San Mateo Basins 2 and 3 Collection System Improvements | San Mateo, California | 2018-2019 | Structural Engineer

Simon has been working this project as one of key structural engineers. The improvements in Basins 2 & 3 of collection system include: Install a new minimum 4.2 MG in-system flow equalization storage facility, including associated pumping and odor control; Upgrade /expand 3 existing pump stations, including expansion of the firm pumping capacity to meet peak wet weather flows, rehabilitation of wet wells, and upgrading of piping and electrical systems; Install approximately 6 miles of new parallel and upsized gravity sewers and force mains, ranging in size from 8inches to 48 inches, and provide rehabilitation of some force mains.

Seal Beach Pumping Upgrade and Rehabilitation Project No.3-62 | Orange County Sanitation District (OCSD) | Seal Beach, CA, USA | 2019 | Lead Structural Engineer

Simon worked on this project as lead structural engineer. This project included the rehabilitation of the Seal Beach pump station and Westminster Boulevard force main replacement.

Ojai Wastewater Treatment Plant Nutrient TMDL – Dentification Filters | Ojai Valley Sanitary District | Ojai, CA, USA | Structural Engineering Lead/Structural Engineer of Record

Simon is leading structural engineering from the initial project stage through to the 100% design submittal. This project consists of adding one new denitrification filter structure and new chemical tank area, and the modifications of one existing flocculation basin, four existing denitrification filter structures, and two existing oxidation ditches. One new electrical room is being added to the chemical building to expand electrical equipment.

** denotes projects completed with other firms*

Santa Monica Sustainable Water Infrastructure Project (SWIP) | City of Santa Monica | Santa Monica, California, United States | USD 82M | 2019-2021 | Lead structural peer reviewer

As a lead structural peer reviewer, Simon is involved in the large progressive design build project of SWIP for the City of Santa Monica. The project includes four key components as follows: Santa Monica Urban Runoff Recycling Facility upgrades for reverse osmosis and ultra-violet treatment system; Memorial Park stormwater harvesting system; Civic Center stormwater harvesting system; and the advanced water treatment facility. Simon's role is to review the structural design and constructability for all structural related components, and also provide expert recommendations to the design team and the City considering a reasonable construction cost

Structural Assessment of Activated Sludge Selectors and Aeration Basins | Valley Sanitary District | Indio, CA | Lead Structural Engineer

Simon served as a lead structural engineer for this project that included structural assessments of the existing Activated Sludge Selectors and Aeration Basins. A condition assessment, using visual observations and non-destructive testing, was performed for the existing concrete basins (selectors, aeration basins), safety railing, and concrete bridge above aeration tanks. The final technical memorandum summarizes the findings and recommendations, as well as an AACE concept level cost estimate for the recommended repair approach.

Seismic Retrofit, Water Quality Control Plant* | City of Simi Valley | Principal Structural Engineer

Simon was responsible for this seismic retrofit design of six, 1970s-era buildings located at the Water Quality Control Plant. Each structure required seismic upgrades to provide adequate masonry wall anchorage to the flexible wood roof diaphragm and to provide a complete load path to distribute wall forces into the roof diaphragms. Coordination of demolition, architectural ceiling repairs, and other nonstructural components were provided to help the City prepare a general contractor RFP for the proposed upgrades.

Condition Assessment of Water Facilities | Casitas Municipal Water District | Oak View | 2020 | Structural Lead

Simon was involved in the as-built condition assessment of 16 reservoir tanks and pump station sites. He oversaw the structural assessment of existing tanks and structural elements, as well as providing the retrofit schemes for any deficient elements to maintain operation for another 10 years.

Structural Evaluation El Estero Wastewater Treatment Plant* | City of Santa Barbara | Santa Barbara, California | Principal Structural Engineer

Simon worked as the project manager to address structural and corrosion engineering assessment and evaluation of the existing 1970s-era concrete process structures, support, and maintenance buildings as part of an overall asset management plan (19 concrete structures in total). The assessment included concrete condition, seismic evaluation, corrosion considerations, expected serviceability and performance, and recommendations for repairs and upgrades. A detailed report prioritized repairs and made recommendations for future improvements as part of an overall capital improvement plan. The report aids the City to allocate funds for future improvements and maintenance.

Energy Services Treatment Plant, Design-Build | Valley Sanitary District | Indio, California, USA | Lead Structural Engineer/Structural Engineer of Record

Simon is the lead structural engineer for this progressive design-build project to design and build plant improvements to the District's Wastewater Treatment Plant. The project includes existing effluent channel extension and Grit chamber, Digester tank, DAFT tank, Electrical steel building, and equipment pads and canopies.

Replacement of Steel Water Tanks at Thousand Trails Idyllwild RV Preserve, CA.* | Idyllwild, California | Principal Structural Engineer

Simon worked as the principal structural engineer for this project. The structural scope of services is to design a new water tank to replace the existing 125,000-gallon water tank at Thousand Trails Idyllwild RV Preserve, including: 1) Develop water tank design loading criteria and coordinate with water tank manufacture; 2) Review the structural design of steel water tank per codes; 3) Check the existing concrete pad for new tank anchorage and develop new anchorage detail to the existing pad; 4) Provide the structural drawings/ calculations to Riverside County for permits; 5) Work with the contractor during construction to answer RFIs and verify the installation is in conformance with the plans.

Basins 2 and 3 Collection System Improvements Project | City of San Mateo, CA | San Mateo, California, United States | USD 160M | Structural Engineer

Simon has been working this project as one of the key structural engineers. The improvements in the Basins 2 & 3 collection system include: install a new minimum 4.2 MG in-system flow equalization storage facility, including associated pumping and odor control; upgrade/expand three existing pump stations, including expansion of the firm pumping capacity to meet peak wet weather flows, rehabilitation of wet wells, and upgrading of piping and electrical systems; install approximately six miles of new parallel and upsized gravity sewers and force mains, ranging in size from 8 inches to 48 inches, and provide rehabilitation of some force mains.

** denotes projects completed with other firms*

On-Call Consulting Services for PFAS Treatment Systems Design | Orange County Water District | Santa Ana, California | QA/QC Structural

Simon is conducting QA/QC for all structural design elements for four wellhead treatment sites for the City of Santa Ana. Work includes preliminary design, final design, bid phase support, engineering services during construction, and part time inspection services. Sites include Well 40 currently in construction, Well 38 finishing final design, Well 31 in predesign, and Wells 27 and 28 in preliminary design.

South Bay International Wastewater Treatment Plant New Administration Building* | San Diego, California

Simon provided civil, structural, mechanical, electrical, and fire protection engineering services for the design-build construction of a new administration building for the plant. The structural design included the Unified Facilities Criteria--Department of Defense Minimum Antiterrorism Standards for Buildings. The project was finished within budget and on schedule.

RP-1 Mech Restoration & Headworks Second Gate | Inland Empire Utilities Agency | Chino, California, USA | Structural Lead

Simon is involved the mechanical restoration at RP-1 with pipe support design, the secondary gate installation, channel isolation, and structure cover replacement.

Hyperion Treatment Plant Digester Gas Utilization Project | City of Los Angeles | Playa Del Rey, California | Structural Engineer

Simon is serving as structural engineer for this digester gas utilization project.

Seismic Retrofit, Water Quality Control Plant* | City of Simi Valley | Principal Structural Engineer

Simon was responsible for this seismic retrofit design of six, 1970s-era buildings located at the Water Quality Control Plant. Each structure required seismic upgrades to provide adequate masonry wall anchorage to the flexible wood roof diaphragm and to provide a complete load path to distribute wall forces into the roof diaphragms. Coordination of demolition, architectural ceiling repairs, and other nonstructural components were provided to help the City prepare a general contractor RFP for the proposed upgrades.

BUILDINGS GOVERNMENT

Shaffer Community Park Buildings* | Orange, California

Simon was involved in the Shaffer Community Park Buildings, which consisted of one story frames.

CALTRANS Inland Empire Traffic Management Center* | CA

Simon was one of structural engineers for this project. The building is a two-story base isolated structure with a total floor space of approximately 45,000 sf and was designed to achieve LEED Gold rating. A 120-foot communications tower is constructed on the site. The IETMC site occupies approximately 10 acres within an approximate 35-acre State-owned parcel located in the southeast quadrant of the interchange of Interstate 15 (I-15) and State Route 210 (SR-210) in the City of Fontana.

APHIS Bird Quarantine Building Renovation* | Otay Mesa, California

Simon was the project structural engineer for this project. The Bird Quarantine facility was built in 1983 and no major upgrades had been done since. USDA owns the facility but the land is owned by the U.S. Border Patrol. The total area of the existing Bird Quarantine Building is approximately 3,500 square feet. This renovation project included repair and addition (almost double floor area), and was executed by design/build. This scope of work involved the development of the guiding documents for the design/build team to complete the design and renovations. The project was intended to address the structural deficiencies either as part of the base bid, or as added alternates.

PUBLICATIONS & WHITEPAPERS

Lin, S. Buckling Restrained Braced Frame (BRBF) Structures: Analysis, Design and Approvals Issues. *SEAOC Convention, Long Beach, CA*, 2006.

Lin, S. Viscous Fluid Damper Retrofit of Pre-Northridge Steel Moment Frame Structures. *SEAOC Convention, Squaw Creek, CA*, 2007.

Lin, S. Performance Based Seismic Retrofit of the Los Angles Downtown Women's Center Project. *ATC&SEI Conference, San Francisco, CA*, 2009.

Lin, S. BRB Seismic Retrofit of Pre-Northridge Steel Moment Frame Building. *SEAOC Convention, Indian Wells, California*, 2010.

** denotes projects completed with other firms*

Bruce Wong PE, PMP, ENV SP

Electrical Engineer
19 years of experience · Pasadena, California

Bruce brings more than 17 years of experience in design of power and control systems for numerous process configurations, including water/wastewater treatment plants. His design expertise includes chemical delivery/containments systems, low-, medium-, and high-voltage power generation/distribution, hydropower generation, high-voltage sub station design, and indoor/outdoor lighting design. Recently, Bruce assisted in the detailed design of two processes for a 16-MGD water recycling plant in the pacific northwest. In Southern California, Bruce has most recently worked with the City of South Pasadena and the Metropolitan Water District of Southern California.

EDUCATION

Master of Business Administration (MBA)

Master of Science, Electrical Engineering

Master of Science, Engineering Management

Bachelor of Science, Electrical Engineering

REGISTRATIONS

Project Management Professional (PMP)® #PMP # 1494856, Project Management Institute,

Professional Engineer #E 18415, State of California,

Professional Engineer #26166, State of New Mexico

PROJECT EXPERIENCE

WASTEWATER TREATMENT

16 MGD Industrial Water Recycling Facility | Client Confidential | Portland, Oregon | 2019 | Assistant Project Engineer

Bruce assisted the on-site lead electrical engineer with the electrical design of the two processes for an industrial water recycling facility. The project was delivered through a design-build procurement method and Bruce helped develop single line diagrams, confirm cable/conductor sizes, review shop drawings, and answer RFIs.

Eielson Air Force Base Water Treatment Plant | Air Force Civil Engineering Center | Eielson, Alaska | 2016 | Electrical Engineer

As electrical engineer, Bruce designed the electrical system for expansion of water treatment plant. The electrical site plan, single line diagram, control schematic, panelboard schedule, and equipment elevation were created using Micro station.

HYDROELECTRIC

Foothill Hydroelectric Plant Rehabilitation | Metropolitan Water District of Southern California | Great Los Angeles, California | 2015 - 2017 | Lead Electrical Engineer

As the lead electrical engineer for the rehabilitation of the Foothill Hydroelectric Plant, consisting of replacing electrical equipment (switchgear, protective relays, and control cabinets) and instrumentation equipment (PLC and annunciator panel), Bruce coordinated with a subconsultant to update as-builts of the existing relay based control panels. After the completion of as-builts to document the existing conditions of the site, Bruce designed new multi-functioning protective relays and the layout of a new PLC cabinet at the site.

WATER TREATMENT

Water Treatment Plant Mods ISC Kodiak | US Coast Guard | Kodiak, Alaska | CAD 3M | 2016 | Lead Electrcial Engineer

As the lead electrical engineer on this project, Bruce performed electrical design on the Soda Ash System. In addition, he re-designed the power distribution system for the 559 pump house and N23 treatment plant.

PFAS INVESTIGATION AND MITIGATION

City of Santa Ana Well 40 | Orange County Water District | Santa Ana, California | 2021-2023 | Electrical Engineer

Bruce worked as the electrical engineer adding the Automatic Transfer Switch (ATS), emergency standby generator, and soft starter for the booster pump. The project consists of adding electrical equipment (automatic transfer switch, sizing the emergency standby generator, and soft starter) and instrumentation equipment. He was responsible for coordinating with a subconsultant to update as-builts of the electrical drawings. Bruce assisted in reviewing shop drawings and answering RFIs. The project is currently in the construction phase.

City of Santa Ana Well 38 | Orange County Water District | Santa Ana, California | Electrical Engineer

Bruce worked as the electrical engineer for re-design of the electrical distribution system. It included replacing the switchboard, motor control center, VFDs, and adding onsite hypochlorite generation system and soft starter for booster pump. The project consisted of developing the electrical site plan, one line diagram, grounding plan, conduit & cable schedule, duct bank design, and control diagram. The project is currently in the design phase.

WATER STORAGE RESERVOIRS & TANKS

Graves Reservoir Replacement Project | City of South Pasadena | San Marino, California | USD 5.2M | 2016 | Lead Project Electrical Engineer

As lead project electrical engineer, Bruce designed electrical system for Graves reservoir replacement project. The projected was completed by using AutoCAD and the electrical site plan, single line diagram, and conduit schedule were generated for this project. Bruce also coordinated with Southern California Edison (SCE) for upgrading existing power service.

Nadarajan Sankaran PE

Instrumentation & Controls Designer
12 years of experience · Irvine, California

Nadarajan (Sanki) brings 11 years of experience for both design and construction of electrical, instrumentation and control (E, I&C) and supervisory control and data acquisition (SCADA) systems. He has provided effective engineering solutions for water and wastewater treatment plants, oil & gas, and mining sectors using both PLC and DCS platforms in the US and internationally. He has developed smart P&ID's, network architecture diagrams, loop diagrams and technical specifications including control philosophies, instrumentation data sheets and instrument schedules in addition to single line diagrams, control schematics, electrical plans and electrical specifications. Additionally, he has both Allen Bradley PLC and HMI programming, redundant SCADA server and historian data configuration experience.

EDUCATION

BA, Business,

MBS, Electrical Engineering,

REGISTRATIONS

Professional Engineer #0053254, Professional Engineers of Colorado

PROJECT EXPERIENCE

INSTRUMENTATION AND CONTROLS (I&C)

Greeley Water Pollution Control Facility Blower Replacement | City of Greeley | Greeley, Colorado, United States | 2018-2019 | Lead I&C Engineer

Greeley, CO | Lead I&C Engineer Sanki led the I&C design and commissioning of the upgrade of an existing aeration system to include an optimized automated control approach. Design included the integration of three new High Speed Turbo (HST) blowers through the development of a consolidated control strategy for blower operation, while upgrading the end-of-life Allen Bradley PLC hardware. Sanki witnessed FAT of both hardware and software control system components and was solely responsible for on-site start-up and commissioning, performing installation verification walk-downs, loop checks, process start-up and PID tuning, and operator training. Controlled processes included three 300-HP HST blowers, three K-Turbo blowers, two multistage blower skids, and four aeration basins. Pressure-based blower control strategy with MOV control providing optimized pressure management.

Support Facilities Upgrade | City of Denver | Denver, Colorado | Lead I&C Engineer

Sanki was lead I&C engineer on the upgrade of the existing facility network infrastructure, including three facility buildings, and installing a new redundant data center. Design included upgrading the fiber network infrastructure to support a ring topology, coordinating the decommissioning of the existing data center and fiber network through detailed construction sequencing documents. Sanki developed the electrical cable tray layouts/isometrics, cable schedules, electrical plan drawings, and electrical specifications. He also designed a new CCTV intercom and access control system with integration into the plant-wide network.

Mesa Water Treatment Plant Upgrades Program Phase I | Colorado Springs Utilities | Colorado Springs, Colorado | 2018-present | Lead I&C Engineer

Sanki created P&IDs, specifications, instrument lists, network diagrams, datasheets, and technical memorandums, in addition managing and coordinating drawing production resources. Controlled processes included rapid mixing, flocculation, sedimentation, and chemical and polymer systems. The control system was exclusively based on the Rockwell product line, including Allen Bradley smart MCCs, Logix controllers, FactoryTalk HMI, and OSI PI historian with Ethernet/IP profibus field network.

Long Beach Municipal Urban Stormwater Treatment (LB MUST) | City of Long Beach | Long Beach, California | 2020-present | Lead I&C Engineer

Sanki recovered and reviewed vendor (Purifics) PLC and HMI programs for application according to the contract requirements. He incorporated network re-design changes to reflect the pre-procured vendor package and provided technical recommendations to the City to pursue actions for vendor contract non-conformance.

San Fernando Basin Groundwater Remediation Project | Los Angeles Department of Water & Power | Los Angeles, CA | 2020 | Lead I&C Engineer

Sanki is the lead I&C engineer on the Progressive Design Build (PDB) team for two treatment facilities within the San Fernando Basins (SFB). The facilities will treat contaminated groundwater from the Tujunga (TJ) and Rinaldi-Toluca (RT) Well Fields. The controlled processes include self-cleaning strainers, UV-AOP, Granular Activated Carbon (GAC), hydrogen peroxide, drain pumping station, liquid ammonium sulfate, and hydrofluorosilicic acid chemical systems.

Nuisance Struvite and Dewaterability Improvements PAR 1280 | Metro Wastewater Reclamation District | Denver, Colorado | 2018-present | Lead I&C Engineer

Sanki is leading the design of an AirPrex™ pre-dewatering phosphorus recovery system to sequester and recover phosphorus as struvite. The process reduces the phosphorus load recycled to the head of the plant, facilitating controlled precipitation of struvite to reduce the potential for nuisance accumulation within pipelines, and improve biosolids dewatering. Phase I included the pre-procurement of vendor blower and classifier packages and associated instrumentation. Phase II integrates the pre-procured packages to the existing DCS. Controlled processes include recovery reactor, aeration system, anti-foam, and magnesium chloride storage and dosing systems.

Sidestream Nutrient Removal Project PAR 1237 | Metro Wastewater Reclamation District | Denver, Colorado | Lead I&C Engineer

Sanki was lead I&C engineer on the upgrade of an existing facility involving enhanced biological phosphorus removal (EBPR) and de-ammonification (DMX) treatment. He created P&IDs and coordinated vendor designs, specifications, instrument lists, network diagrams, datasheets, and technical memoranda. Controlled processes included ANITAMox DMX reactors, EBPR, and chemical systems. Facility controls used an ABB DCS control system.

Cerro Verde Wastewater Treatment Plant | Freeport-McMoRan Inc. | Arequipa, Peru | I&C Envineer

Sanki was I&C engineer on the design and construction of a green-field treatment plant design consisting of two separate plant sites (Cerro Verde and Enlozada). The plant facilities were designed to treat predicted plant flow rates from 17 MGD to 108 MGD. Sanki coordinated and reviewed vendor packages, and created wiring diagrams, I/O lists, alarm lists, instrument index, and datasheets. He also provided on-site construction support, responding to RFIs and pre-commissioning activities, including loop testing and fieldbus communication check-outs. Sanki was part of the supervisory team during plant start-up and commissioning. Controlled processes included headworks facilities, lift stations, primary and secondary clarification, trickling filters, aeration basins, and solids handling facilities.

WTF Asia Pacific LNG | Origin Energy | Brisbane, Australia | Electrical and I&C Engineer

Sanki was involved in the detail design of the electrical and instrumentation aspects of two 40-MLd water treatment facilities for a Coal Seam Gas Extraction Plant. He assisted in the creation of P&IDs, instrument cable schedule, instrument index, cause and effect matrix, and datasheets. Sanki was responsible for the mass creation of wiring diagrams using AVEVA instrumentation software; attended FATs for switchrooms and Yokogawa DCS cabinets; and provided on-site construction support, performing construction verification walk downs and commissioning support. Sanki also designed electrical load schedules, cable schedules, and cable block diagrams. Controlled processes included microfiltration, ion exchange softening, reverse osmosis, brine reservoir management, and IX silica removal. Controls were based on the Yokogawa DCS offering.

Sustainable Water Infrastructure | City of Santa Monica, CA | Santa Monica, CA, | 2018—present | Owner's Representative I&C Engineer

Owner's I&C representative overseeing the design and construction of a design-build water treatment facility, treating a blend of raw wastewater and urban runoff/storm water to produce 1MGD of purified water. I reviewed design documents from engineering firms, ensuring adherence in accordance with Owner I&C standards as well as providing value engineering alternatives. Controlled processes: MBR-cartridge filtration, aeration blowers, RO, UV/Advanced Oxidation Process (AOP) and chlorine disinfection.

City of Santa Ana PFAS Water Treatment Plant Well 38 | Orange County Water District | Santa Ana, California | I&C Controls Engineer

Sanki was the I&C controls engineer for a PFAS treatment system that used ion exchange pressure vessels to remove contaminants. This project also included the design of a pre-treatment cartridge filtration, booster pump, mechanical modifications to an existing groundwater well pump station, and a hypochlorite generation and feed chemical system.

Friant-Kern Canal (FKC) Middle Rach Capacity Correction Project Phase 1 - Pump Station | Friant Water Authority | Lead I&C Engineer

Sanki is leading the I&C effort on the new pump station design across five remote sites that draw water from the FKC via turnout structures. Each site consists of licensed Ethernet-based 900MHz radios and Schneider SCADApack PLCs that communicate back to a central base station. Sanki developed RFP language for the Authority-required contractors/suppliers (including the radio supplier, integrator, PLC supplier) and final contract plans and specifications. Controlled processes include cast-in-place concrete wet well with integrated traveling water screen, and a combination of constant and variable speed pumps.

32nd Booster Pump Station | Long Beach Water Department | Long Beach, CA | Lead I&C Engineer

Sanki performed preliminary analysis of the existing legacy 9600 baud serial radio network with recommendations to upgrade to an Ethernet-based 900 MHz licensed radio system. Telemetry infrastructure included Microwave Data System (MDS) 900 MHz licensed radio network, Schneider Electric M340 processors, and an AVEVA (WonderWare) InTouch SCADA System. Sanki used peer-to-peer communications to network critical flow and pressure and pumping parameters to remotely monitor and control pump station operation.

CCWRF 12kV Backup Generator Control Circuit Improvements | Inland Empire Utilities Agency | Chino, CA | Lead I&C Engineer

Sanki is upgrading the existing, relay-based Automatic Transfer Control system to a new, redundant PLC-based control system according to IEUA's Engineering Design Guidelines, while addressing Agency stakeholder concerns.

19007 Aeration and Secondary Clarifiers (150-MGD Expansion) | Clark County Water Reclamation District | Las Vegas, Nevada, USA | Lead I&C Engineer

Sanki is the lead I&C engineer for the upgrade and capacity expansion (to 150 MGD) of the west secondary treatment facility, including three aeration basins, three secondary clarifiers, four dual core APG-Neuros HST blowers, MLR, WAS and RAS pumping systems to support BNR, including nitrification, partial denitrification, and biological phosphorus removal. The project is being executed under a CMAR alternative delivery approach. The control system includes Rockwell Automation ControlLogic PLC and Remote I/O with AVEVA (WonderWare) InTouch SCADA System. Pressure-based blower control strategy, with direct individual core control providing additional turndown. Combination of V-port ball valves and electro-hydraulic actuators for precise DO and Ammonia based-aeration with MOV control providing optimized pressure management.

Advanced Water Treatment Facility Design | Metropolitan Water District of Southern California | Los Angeles, CA | USD 21M | I&C Engineer

Sanki assisted in reviewing system integraot submittal during construction, and commissioning of the AWT Pilot Plant. The pilot facility, designed to receive primary or secondary clarifier wastewater from the neighboring wastewater treatment facility and treat to drinking water quality, introduced MWD to new treatment processes and process control/communication equipment. The control system, primarily based on the Rockwell Automation ControlLogix offering with Profibus-DP and Ethernet/IP field networks, also included an introduction to PlantPax high-performance graphics.

Boulder Water Resource Recovery Facility (WRRF) Sidestream Nutrient Removal Business Case Evaluation | City of Boulder, Colorado | Boulder, Colorado | I&C Engineer

Sanki serves as the I&C design engineer for the improvements at the WRRF to comply with anticipated future nitrogen and phosphorus effluent limitations. The project involves both nutrient removal improvements and asset replacement improvements: including sustainable phosphorus removal, nitrogen removal efficiency, effective solids processing, and sidestream phosphate mitigation. Aeration upgrades will include replacement blower, valves, actuators, piping, and diffusers. Including full design and implementation of feed-forward ABAC low DO for a four-stage process and SRT controls.

Advanced Water Treatment Facility Design | Metropolitan Water District of Southern California | Los Angeles, CA | USD 21M | I&C Engineer

Sanki assisted in reviwing system integraot submittal during construction, commissioning of the AWT Pilot Plant. The pilot facility, designed to receive primary or secondary clarifier wastewater from the neighboring wastewater treatment facility and treat to drinking water quality, introduced MWD to new treatment processes and process control/communication equipment. The control system, primarily based on the Rockwell Automation ControlLogix offering with Profibus-DP and Ethernet/IP field networks, also included an introduction to PlantPax high-performance graphics.

PFAS INVESTIGATION AND MITIGATION

City of Santa Ana PFAS Water Treatment Plant Well 40 | Orange County Water District | Santa Ana, California | I&C Controls Engineer

Sanki was the I&C controls engineer for a PFAS treatment system that used ion exchange pressure vessels to remove contaminants. This project also included the design of a pre-treatment cartridge filtration, booster pump, and mechanical modifications to an existing groundwater well pump station.



James Loucks PMP, CCP

Cost Estimating
45 years of experience · Walnut Creek, California

Jim has over four decades of constructability, cost estimating, and project management experience, with an emphasis in in large civil works, water treatment, conveyance, and industrial process facilities. He is experienced in diverse project delivery methods, including design-build, engineer-procure-construct, and traditional design-bid-build or hard-dollar contracting, from pre-construction planning to construction phase support. Throughout his cost estimating experience, Jim is familiar leading groups of 10+ full-time professional cost estimators supplemented by outside consultants at any given time for development of cost and schedule opinion deliverables. His aptitudes include but are not limited to systems integration, detailed and conceptual estimating, third party estimate reviews, client services, and quality control reviews, primarily for water and wastewater projects. He has served in a cost estimator capacity on projects exceeding $1 billion in construction costs and brings 15+ years of experience using cost estimating software such as RS Means, Timberline, CostLink™/MCACES on over 500 projects. In addition, Jim has gained significant domestic and international exposure, particularly in Asia, Latin America, and the United Kingdom.

EDUCATION

BS, Construction Engineering,

REGISTRATIONS

Certified Cost Professional #2361, Association for the Advancement of Cost Engineering International

Project Management Professional (PMP)® #534386, Project Management Institute

MEMBERSHIPS

Member, American Society of Civil Engineers

Member, Bay Area Water Works Association

Member, American Water Works Association

Member, International Ozone Association

AWARDS

2006 Engineer of the Year, Santa Barbara County

2017 Sacramento Achievement Award, JFP Folsom Dam

PROJECT EXPERIENCE

WASTEWATER

Sunol Valley Water Treatment Plant | San Francisco Public Utilities Commission (SFPUC) | Sunol, California | 2014 | Estimating Manager

Jim was the estimating manager and a lead quality control resource for the plant upgrades. The purpose of this $100 million project was to increase the sustainable capacity of the plant from 120 to 160 MGD. This was accomplished by the addition of a new 40-MGD flocculation/sedimentation basin, upgrades to the plant's 12 existing filters with new filter media, new under drains and air/water backwash capability, a new washwater recovery basin, and modifications to the plant's existing flow distribution structure.

Lower Tualatin Pump Station | Clean Water Services of Washington County | Tigard, Oregon | 2016 | Lead Estimator

Jim was the lead estimator during the development of a new influent pump station (IPS) design at the Durham Wastewater Treatment Facility.

Little Bear Pump Station and Force Main | Fulton County Department of Public Works | Little Bear WRF is located at 705 Rippling Brook Drive, Palmetto, Georgia, and Ono Road Pump Station located at 755 Ono Road, Palmetto, Georgia | 2016 | Cost Estimator

Jim prepared a Class 4 OPCC in support of a 30 percent design submittal to construct a sewage lift station and approximately 20,100 linear feet (LF) of 12-inch forcemain from Little Bear Creek to the Ono Road Pump Station. The project is a component of a larger design-build project to pump wastewater from the Serenbe development and surrounding areas.

** denotes projects completed with other firms*

Sewer System Master Plan Cost Estimate Review | San Francisco Public Utilities Commission (SFPUC) | San Francisco, California | 2014-2016 | Principal Estimator

Jim led a cost review of a planned $4 billion program to upgrade a combined sewer system over the next 10 to 15 years. He and his team reviewed consultant cost opinions for all program features, which including several wastewater treatment plant expansion options, conveyance tunnel options, and a new biosolids facility. They also provided comment on forward cost escalation trends and the cost of construction in San Francisco compared to other locations. Jim additionally helped develop a new cost estimate for the greenfield digester facility to be located at the existing southeast plant site. The cost review highlighted the need to robustly analyze program costs and escalation allowances. In addition, cost estimating procedures were refined to ensure more accurate cost opinions from the various consultant teams.

CS-884, As-Needed Water Treatment Design Services | San Francisco Public Utilities Commission | San Francisco, California | 2010-2012 | Lead Estimator

Under Task Order #12, Jim led a team of estimators to independently develop cost opinions for the capital elements associated with the Crystal Springs pump station and San Andreas Transmission Main project. He developed the Association for the Advancement of Cost Engineering Class 4, 3, and 2 cost estimates to support the detailed design process. Jim led estimating efforts to support a multidisciplinary team that provided civil, structural, geotechnical, mechanical, electrical, and special engineering services for the upgrade, expansion, and seismic retrofit on a wide range of wastewater, water, and power facilities—including dams, reservoirs, tunnels, treatment plants, pipelines, pump stations, and power transmission facilities. Services included preparing design and specifications documents, technical reviews, cost estimating, and value engineering on the Water System Improvement Program (WSIP) and non-WSIP projects. Jim provided 10 to 15 cost estimates under this contract, including one for the Harry Tracy Water Treatment Plant Short- Term Improvements, Phase 3 project.

Indiana Harbor and Canal Dredge Spoil Wastewater Treatment | USACE Chicago District | Chicago, Illinois | 2013 | Lead Estimator

James is the lead estimator for the USACE for treatment of wastewater generated due to dredging of contaminated sediments from the Indiana Harbor and Canal near Chicago. This project includes bench testing and treatment predesign for chemical precipitation, biological nitrification, ion exchange, and carbon adsorption. Role: Lead Estimator | Cost: Unknown | Dates involved: 01/2010-12/2010

Green River Filtration Facility | Tacoma Water | Tacoma, Washington | 2009 | Lead Estimator

Jim is the lead estimator on the $180M plant expansion project. Jim and his team have successfully submitted cost estimates at the preliminary design report, 30%, and 60 % design stages that have correlated to within 2% of the GM/GC's GMP proposals. The project expanded an existing water treatment plant.

Roseville Water Treatment Plant (WTP) Expansion | City of Roseville | Roseville, California | 2006 | Lead Estimator

Jim was the lead estimator for the City of Roseville WTP Expansion Project.This $32M treatment plant expansion increased the rated capacity to 100 mgd, and, in addition to other work, included two additional horizontal flocculation and sedimentation basins. Jim prepared interim cost estimates at the 30, 60, and 95 percent design stages, as well as the final engineer's opinion of probable construction cost.

CS-825B, As-Needed Wastewater Design Services, San Francisco Public Utilities Commission | San Francisco Public Utilities Commission | San Francisco, California | 2016-2018 | Lead Estimator

Under Task Order #6, James led cost estimating on the third-party review of the Sewer System Master Plan (SSMP) feasibility level cost estimates. The SSMP program evaluates the existing wastewater treatment and collection system and determines present and future need to ensure reliable service consistent with the City's goals. As part of the review effort, James commented on the appropriate escalation factor and proper inclusion of owner soft costs. He also provided input on the cost of construction in San Francisco relative to the rest of the country. Finally, James undertook a detailed review of consultant cost estimates for the New Bayside Digester Facility and the Cayuga Diversion scheme.

CONVEYANCE

Sacramento River Water Reliability Study* | Sacramento County Regional Water District/Bureau of Reclamation | California | Principal Estimator

Jim served as principal estimator for this $775 million program that included river intake and water conveyance pipeline upgrades for four major water districts in northeast Sacramento, covering a multi-year build out program.

Villages of San Luis Water Infrastructure Program* | San Luis Water District | San Luis, California | Principal Estimator

James provided cost estimating for a $230 million program involving a raw water diversion off the CAP with common site development of wastewater and water treatment facilities. Conveyance piping was also included to cover recycled water delivery and storage.

Project 3-62, Westminster Blvd, Force Main Replacement | Orange County Sanitation District | Seal Beach, California, United States | Estimator

The project involved the construction of new single and dual 36" HDPE force mains along Westminster Blvd.

** denotes projects completed with other firms*

WATER RESOURCES ENGINEERING

CS-777.B – As-Needed Engineering Design Services | San Francisco Public Utilities Commission | San Francisco, California, United States | Lead Estimator

Jim led estimating efforts to support a multidisciplinary team that provided civil, structural, geotechnical, mechanical, electrical, and special engineering services for the upgrade, expansion, and seismic retrofit on a wide range of wastewater, water, and power facilities—including dams, reservoirs, tunnels, treatment plants, pipelines, pump stations, and power transmission facilities. Services included preparing design and specifications documents, technical reviews, cost estimating, and value engineering on the Water System Improvement Program (WSIP) and non-WSIP projects. Jim provided 10 to 15 cost estimates under this contract, including one for the Harry Tracy Water Treatment Plant Short-Term Improvements, Phase 3 project.

WATER TREATMENT

Lake Oswego-Tigard Water Treatment Plant (LO-T WTP) Expansion | Lake Oswego-Tigard Water Partnership | Lake Oswego, Oregon, United States | USD 68M | Estimating Manager/Lead QC

Jim was the estimating manager and lead QC resource for the 30 percent design stage cost estimate. The $68 million expansion project considers a conventional filtration process that will be constructed at a functional plant under a multi-phase construction sequence. The developed 30 percent cost estimate underwent an extensive peer review and value engineering effort to reduce costs in line with original program targets.

Willamette Water Treatment Plant Project | City of Wilsonville, OR | Wilsonville, Oregon | Project Support

For the 40-MGD plant expansion, Jim developed and negotiated the original design-build proposal and played a key role in resolving cost issues during the two-year project.

Vineyard Surface Water Treatment Plant | Sacramento County Water Agency | Sacramento County, California, United States | USD 207.8M | Cost Estimator

Jim developed the 30, 60, and 90 percent design stage cost estimates for the $75 million Greenfields plant.

PROGRAM MANAGEMENT

San José-Santa Clara Regional Wastewater Facility Capital Improvement Program (CIP) | City of San José Environmental Services Department | San José, California | USD 1.4B | Principal Estimator

Stantec is providing program and project management services for a 10-year Capital Improvement Program at the San José/Santa Clara Regional Wastewater Facility. The draft plant master plan envisions a $2.2 million capital investment over the 30-year planning period, with $1.4 billion occurring in the next 10 years. Jim has developed and reviewed cost estimates for 33 CIP projects—taking into consideration escalation spiking—and provided auxiliary support to the City's estimating team.

Bon Tempe and San Geronimo Water Treatment Plants Master Plan and Filter Rehabilitation | Marin Municipal Water District | Corte Madera, California, United States | 2017 | Cost Estimator

The first of these two projects that were completed for MMWD was a Master Plan to help ensure reliable, cost-effective operation of the two drinking water treatment plants for the next 50+ years. The Master Plan, completed by the end of 2014, found that major seismic rehabilitation of filters and other structures is required to achieve code compliance and meet the District's reliability goal of producing water within 24 hours of a major earthquake. To address these issues, Stantec began the Filter Rehabilitation Project in 2015. Jim is providing cost estimating services for the project, which includes performing seismic/structural analysis, evaluating upgrade options, preparing cost-effective designs, managing bid documents, and providing construction support for the necessary improvements at both plants. Role: Cost Estimator | Cost: Unknown | Dates involved: 01/2017-09/2017

PUMP STATION

Peck Reservoir and Pump Station | City of Manhattan Beach | Manhattan Beach, California, United States | Estimator

Jim was involved in the development of the Class 4-2 opinions of probable construction cost. We are leading the technical design for a new 8-MG cast-in-place concrete reservoir, new 10,000-GPM pump station, and new green-sand treatment system. The new reservoir will provide superior water storage capacity to meet peak demand conditions and fire flow requirements, and utilize better mixing characteristics to improve water quality and provide a long-last reservoir according to modern design standards.

RP-5 Recycled Water Pump Station Expansion | Inland Empire Utilities Agency (IEUA) | Ontario, California | Estimator

Jim was involved in the development of the Class 4-2 opinions of probable construction cost. Stantec helped upgrade IEUA's existing recycled water pump station at RP-5. The existing pump station included five pumps with a total capacity of 3,100 GPM with a total dynamic head (TDH) of 208 feet. To maximize the amount of recycled water produced by RP-5 to supply customers in their 800 pressure zones, IEUA needed to increase the capacity of the pump station to more closely match the peak effluent flows from the plant.

** denotes projects completed with other firms*



Albert Ruiz PE

Principal, Tunnel and Trenchless Practice
19 years of experience · Chandler, Arizona

Albert is an expert when it comes to the design of tunnel excavations and ground support systems, structural liners for shafts and tunnels, and trenchless construction. He has led design teams responsible for shaft, tunnel, and trenchless projects and coordinated with different engineering disciplines and project stakeholders. He has created finite element models for design of tunnels, cut and cover structures, and shafts. His expertise has extended to several published papers regarding tunneling and underground construction. He has general civil and structural design experience as well, including the structural design of bridge abutments, retaining walls, and concrete and steel frame structures. He has performed site investigations and structural inspections, has experience in infrastructure rehabilitation projects, and has experience in generating quantity take-offs, cost estimates, and construction schedules. His experience in general civil design includes design of water and sewer mains, site grading and drainage, and hydrological analysis. Albert also has construction management experience in both a resident engineer and contract administration role, with experience reviewing and approving contract change orders, reviewing and approving contractor progress payments, and reviewing and approving contractor submittals.

EDUCATION

Bachelor of Science, Civil Engineering

REGISTRATIONS

Professional Engineer #50754, State of Arizona

Professional Engineer #79393, State of California

MEMBERSHIPS

Member, North American Society for Trenchless Technology

Member, American Society of Civil Engineers

Member, Society for Mining, Metallurgy, and Exploration

PROJECT EXPERIENCE

DAMS & LEVEES

Calaveras Dam Replacement Project* | San Francisco Public Utilities Commission | Sunol Valley, California | Engineer and Assistant Field Contract Administrator

Albert led the project controls and contract administration team. He was responsible for review and approval of contract change orders, reviewing and approving progress payments, and quantity and cost estimates. He coordinated with the owner, contractor, design engineer, construction manager, and all other project stakeholders on cost, schedule, and contract issues. This project was a $520M Dam Replacement Project involving the construction of a new 220-foot high zoned earth and rock fill dam, new intake shaft and tunnels, spillway structure and stilling basin, and surface works.

TUNNELS

SRP Navajo Generating Station Water Intake Shafts* | Salt River Project (SRP) | Page, Arizona | Project Engineer

Senior Engineer responsible for design of a new water intake system consisting of five new 60-inch diameter inclined shafts over 500 feet in length for cooling water intakes for the coal fired power plant. Performed design and prepared drawings and specs for new water intake system for the SRP Navajo Generating Station. During preliminary engineering, researched feasibility of conceptual designs and created preliminary cost estimates and construction schedules for each. Assisted with formulation of cost estimate for final design. During construction provided engineering support and directed construction inspection teams. Lead inspection team performing ROV inspection of existing and new inclined shafts.

Esterhazy K3 Potash Mine Shaft* | Mosaic Mining Company | San Diego, California | Project Engineer

Albert oversaw the design team as a project engineer for the structural design of 20-foot-diameter waterproof shaft liner for two 3,500-foot-deep potash mine shafts. Th project was a Design-Build and required coordination with multiple different design teams and contractors located all over the globe. Designed structural composite final liner and initial ground support through various soft ground and hard rock formations. Liner design utilized a composite welded steel and concrete liner using up to 10,000 psi concrete. Challenges included maintaining a watertight shaft with up to 1300 psi water pressure, ground freezing, installation sequencing, and fast track construction schedule.

** denotes projects completed with other firms*

Tunnel Stabilization and Sewer Pipeline Replacement* | South Coast Water District | Laguna Beach, California | Project Engineer

Project engineer overseeing and coordinating design efforts between different engineering teams. Completed design of two-mile-long sewer tunnel rehabilitation and new 20-foot diameter access shaft mined in alluvium and hard rock for $75M enlargement and rehabilitation project. Designed tunnel structural liner and shaft structural liner. Also assisted client with easement and permit acquisition and coordinated between all project stakeholders. Project challenges included the tunnel being located in an extremely environmentally sensitive area, difficult access to the tunnel, coordinating with the public, and keeping the 24-inch diameter, 1MGD sewer pipeline in service during construction.

New Irvington Tunnel Project* | San Francisco Public Utility Commission (SFPUC) | Fremont, California | Inspector and Field Contract Administrator

Reviewed and approved of contract change orders and performed site inspections. Lead inspection team in a study of potential construction defects. Coordinated with owner, design engineer, construction manager, and contractor. The estimated $250 million four-year project will involve excavating the tunnel from up to four headings using pre-excavation grouting, drainage/dewatering, and ground support techniques. It is anticipated that up to seven major fault/shear zones will be encountered as well as hydrostatic heads of 350 ft and depths up to 700 ft. The portals will require extensive piping and valves to connect to the numerous existing supply pipelines for the Bay Area.

San Diego Central Courthouse Inmate Tunnel* | San Diego, California | Project Engineer

Lead engineer responsible for the design of structural liner for pedestrian soft ground hand mined tunnel connecting new courthouse building to jail house. Led and coordinated design teams in different geographical locations. Tunnel was designed to be constructed using SEM methods underneath a roadway and foundations of a high rise building in a seismically active area. Challenges included extreme limitations on surface settlement, crossing an active fault using an articulated liner design, and size limitations for tunnel.

EJMT Tunnel Structural Inspection* | Colorado Department of Transportation | Denver, Colorado | Project Engineer

Performed structural inspection of the 1.7-mile long Eisenhower Johnson Memorial Highway Tunnels. Inspected and documented conditions of structural CIP liner, precast divider wall and suspended ceiling of air plenums using FHWA guidelines modified for project conditions. The project is located at high altitude (11,000 feet above sea level) with extreme weather conditions. Observation and assessment of structural elements was documented using standardized forms, photographs, and video recordings. Prepared written narrative of inspection activities and assessment of observed conditions.

SRP NGS Lake Intake Generating Station* | Salt River Project (SRP) | Page, Arizona | Project Engineer

Albert was the project engineer responsible for leading design team for a new cooling water intake system consisting of a 400-feet deep, 21-foot diameter mined shaft in sandstone, and two 200-foot long lateral five-foot diameter microtunnels for a cooling water intake pipes for a coal fired power plant. He coordinated efforts between different engineering discipline design teams and owner, as well as performed design calculations and analyzed reinforced concrete shaft and pipe jacking chamber. During preliminary engineering, Albert researched feasibility of conceptual designs and created preliminary cost estimates and construction schedules for each. Assisted with formulation of cost estimate for final design. During construction, analyzed construction records and created a report on results of the shaft pre-excavation grouting program.

Seymour Capilano Twin Tunnels* | Greater Vancouver Water District | Vancouver, BC | Project Engineer

Performed structural analysis of contractor submitted alternative tunneling lining design for tunnel mined in hard rock. Steel lining was for temporary support during excavation of a hard rock water tunnel at great depth. Steel design included composite members subjected to non-uniform 360 degree ring and rock wedge loading. Verified design adequacy and created memo advising recommendations for steel ring lining design.

EJMT South Bore Panel Replacement* | Colorado Department of Transportation | Denver, Colorado | Project Engineer

Created a Structural Selection Report for replacement of wall panels comparing alternatives. Researched and evaluated six different structural panel concepts including precast concrete, enameled steel, shotcrete, and ceramic tile wall panels. Developed evaluation criteria and rating system for constructability, life cycle costs, durability, fire resistance, and aesthetics.

Laguna Beach Sewer Interceptor Tunnel Rehabilitation* | South Coast Water District | Laguna Beach, California | Project Engineer

Albert performed tunnel inspection and stability assessment of two-mile long sewer tunnel. He also created the report of inspection findings and recommended repair and rehabilitation options, as well as performed duties as a Construction Inspector for rehabilitation and repairs of a 700-foot-long section of tunnel. Oversaw excavation, shotcrete and concrete installation. Created material movement studies and quantity take-offs for logistically and environmentally complex site involving construction beach landing crafts to resupply materials and remove spoil.

** denotes projects completed with other firms*

TRENCHLESS TECHNOLOGY

Toledo Waterways Initiative - Downtown Storage Basin | Toledo Waterways Initiative | Toledo, Ohio | Tunnel Engineer

Albert served as tunnel engineer for the 16MG combined sewer overflow (CSO) storage basin along Water Street, near the Maumee River, with 1,000 feet of 108-inch-diameter reinforced concrete pipe connection to the existing CSO pump station. The pipe was installed by pipe jacking approximately 40- to 50-feet below the existing grade in stiff to very stiff cohesive till materials below the groundwater table. Albert prepared plans and specifications and reviewed tunnel design calculations.

South Surrey Interceptor - Johnston Road Section | Surrey, British Columbia | Tunnel Engineer

This project consists of a 1,015-meter-long section of a new, 3.05-meter diameter concrete sewer pipe to be installed using microtunneling, including a double curved drive with 500m radii. The alignment passed in close proximity to existing office buildings and across 152nd Street, which has numerous buried utilities. As the owwner's engineer, he prepared plans, specifications, and Request for Proposals documents for Design-Build procurement. Reviewed and approved design-build submittals.

Fourth Street 84-Inch Sewer Interceptor | City of San Jose | San Jose, California | Lead Trenchless Engineer

Lead tunnel engineer responsible for leading trenchless design team and coordinating with other design disciplines and with contractor as part of design-build team. Prepared trenchless drawings, calculations, and specifications. Prepared documents for Caltrans Encroachment Permit Exception Request. The project consists of two miles of 84-inch diameter RCP sewer pipe, including a low cover crossing of US Highway 101 using microtunneling and a low overhead open cut installation underneath a Highway 880 overpass.

Miami Area North Transmission Main | Miami, Florida, United States | Lead Trenchless Engineer

Albert led a trenchless design team and coordinated with other design disciplines, project stakeholders, and permitting agencies. The project consisted of an approximately 750-foot crossing of a state highway and CSX railway tracks for a 48-inch-diameter water pressure main within a 72-inch steel casing constructed using microtunnelling. Albert prepared design plans, specifications, and calculations.

TransCanada Sanitary Trunk Sewer | City of Calgary | Calgary, Alberta | Lead Trenchless Engineer

Lead tunnel engineer responsible for leading trenchless design team and coordinating with other design disciplines and project stakeholders. Project consisted of 7 kilometers of 1.2-meter gravity sanitary trunk pipeline constructed using a combination of microtunneling, guided auger boring, and open cut construction. Analyzed alignment options and trenchless methodologies, and prepared Preliminary Design Report. Detailed Design to be completed Q4 2018.

Interchange 12 Railway Interceptor Project | City of Framingham | Framingham, Massachusetts | Trenchless Engineer

As a trenchless engineer worked on Geotechnical Baseline Report, design plans, calculations, and specifications. Project consisted of seven different trenchless crossings using a combination of microtunneling, auger boring, and open-faced pipe jacking to install new sewer pipes ranging in size from 16-inch to 60-inch diameter.

Southern Extra High Pipeline Section 111 | Massachusetts Water Resources Authority | Masachusetts | Lead Trenchless Engineer

Lead tunnel engineer responsible for leading trenchless design team and coordinating with other design disciplines and project stakeholders, including Massachusetts Bay Transportation Authority (MBTA). Project consisted of two trenchless crossings, one underneath Interstate I-95 and one underneath MBTA railroad tracks, using microtunneling and auger boring with ground improvement. Analyzed alignment options and trenchless methodologies, helped prepare design plans, specifications, and design reports.

Downtown Storage Basin - Toledo Waterways Initiative Phase II | City of Toledo | Toledo, Ohio, United States | AED 62.1M | Trenchless Engineer

Project consists of a 16-million-gallon combined sewer overflow storage basin along Water Street, near the Maumee River, with 1,000-feet of 108-inch diameter reinforced concrete pipe connection to the existing CSO pump station. Pipe installed by pipe jacking approximately 40- to 50-feet below the existing grade in stiff to very stiff cohesive till materials below the groundwater table. As a project engineer, Albert prepared plans and specifications and reviewed tunnel design calculations.

STRUCTURAL ANALYSIS AND DESIGN (HIGH-RISE, LOW-RISE, BRIDGES, PORTS, ETC.)

Sky Harbor Airport Automated Train Project* | City of Phoenix | Phoenix, Arizona | Project Engineer

Albert designed bridge abutments for elevated guideway structures as part of an $800M automated train project traveling through Sky Harbor airport. Designed retaining walls for aircraft taxiway under crossings. Completed preliminary structural design of existing taxiway deck extension for Category V aircraft. Involved development of phasing construction to maintain service of airplane taxiways during construction. Also performed quantity take-offs.

PUBLICATIONS & WHITEPAPERS

Ruiz, A. Complex Tunnel through the Abutment of the High-Risk Chimney Hollow Dam. *Rapid Excavation and Tunneling Conference Technical Papers*, 2019.

Ruiz, A. Design Considerations and Enabling Works for the San Diego Central Courthouse Inmate Transfer Tunnel. *North American Tunneling 2014 Conference Technical Paper*, 2014.

** denotes projects completed with other firms*

Greg Sebourn PLS, MASCE

Principal-In-Charge
24 years of experience · Irvine, California

Greg has 24 years of professional experience in numerous aspects of land surveying and mapping, including project and client management, as well as surveying, mapping, and map checking services. Greg works with public agencies throughout Southern California, including LACPW and LASAN. His municipal projects include monument preservation efforts; and design topographic, and construction surveys for pavement, sewer, and right-of-way improvement projects. Greg is significantly active in the land surveying professional community, having served as the California Land Surveyors Association's (CLSA) Director and CLSA's Orange County Chapter President. Greg serves as a Subject Matter Expert for the California Board for Professional Engineers, Land Surveyor, and Geologists.

EDUCATION

AS, Survey – Mapping,

REGISTRATIONS

Professional Land Surveyor #8395, State of California,

Professional Land Surveyor #031049, Nevada Board of Professional Engineers & Land Surveyors,

MEMBERSHIPS

Member, American Council of Engineering Companies

Member, American Society of Civil Engineers, 2016-Current

Past President, OC Chapter, California Land Surveyors Association (CLSA)

Member, International Right of Way Association, 2017-Current

Member, American Public Works Association, 08/01/2016 to 07/31/2020

Member, The National Association of Clean Water Agencies, 12/2015 to current

AWARDS

2009 Faculty Excellence Award, Santiago Canyon College

PROJECT EXPERIENCE

SURVEYS / GEOMATICS

Interim City Surveyor of Huntington Beach | Stantec | Huntington Beach, California | USD 50k | 2019-Present | Principal In Charge

Greg serves the City of Huntington Beach as the acting interim City Surveyor while the City conducts an extensive recruitment effort. Greg is in responsible for map checking, quality control, construction staking, and all land surveying and mapping activities conducted by the City's surveying and mapping staff. Working closely with the City's senior staff, Greg provides consulting services as needed.

Zone A to B and Zone A to C BPS | IRWD | Irvine, California | Project Surveyor

Greg provided land surveying services required to design and build Zone A to B and Zone A to C BPS at PA 5B Eastwood Village. Land surveying and mapping services included aerial control, ROW base mapping, topographic design surveying, and 10-scale mapping.

Multiple On-Call Map Checking* | Public Municipalities | Southern California | Quality Assurance/Quality Control Supervisor

Greg has provided map checking services to numerous municipalities and other agencies for more than 10 years. Reviewing and verifying final maps, parcel maps, Records of Survey, Corner Records, certificates of compliance, lot line adjustments, legal descriptions, and plats for compliance and conformity with local and state regulations has allowed Greg to sharpen his QA/QC skills. Greg has provided map and survey document checking for the Cities of Irvine, Fullerton, Montebello, Covina, Baldwin Park, Bell, Bell Gardens, and Cudahy, as well as the County of Orange and others.

Pacific Coast Highway (PCH) Junior Lifeguard and RV Parking Lot Rehabilitation | City of Huntington Beach | Huntington Beach, CA | Project Surveyor

Greg led the Geospatial team that provided aerial control and photogrammetric mapping together with conventional topographic surveying and mapping. Survey data had an extremely brief window for data collection, which had to be concluded prior to the start of the City's annual Pacific Airshow with more than one million spectators. Horizontal and vertical control was based on the Orange County Surveyor's primary control network (NAVD88 & CCS83, Zone VI, 2017.50 Epoch).

** denotes projects completed with other firms*

Caltrans District 7 North On-Call Professional Land Surveying and Specialty Services | Caltrans | Northern Los Angeles and Ventura Counties, CA | Task Manager

Greg served as the survey task manager for contract Task Order 4 under 07A4016 On-Call Professional Land Surveying Services for Northern Los Angeles and Ventura Counties. Stantec performed over 20 task orders under that agreement, including design surveys, land net surveys, photo control, and records of surveys to support the development and construction of transportation projects within northern Los Angeles and Ventura Counties. The contract was our third consecutive on-call agreement with District 7. Role: Task Manager | Cost: $2.5M | Dates involved: 08/2016--06/2019

Los Angeles County On-Call, PW15224 | Los Angeles County | Los Angeles | Principal-in-Charge

Greg is the principal in-charge under this on-call surveying services contract with the County of Los Angeles in support of Department of Public Works projects. This three-year contract is serviced on an as-needed basis and is task based. Stantec was recently awarded our second on-call for the County's Department of Public Works to provide land surveying and mapping services. Recent tasks include the survey of Mira Loma Women's Detention Center, Ranchos Los Amigos National Rehabilitation Center, Compton ALTA Surveys, and the Leticia Drive Et Al Topographic Survey and Monument Preservation Project. All task orders included survey control, topographic surveying, boundary surveying, utility surveying, and all associated mapping. Greg's role included management and oversight of data processing, mapping, and high-definition 3D LiDAR scanning, as well as project controls. Role: Principal-in-Charge | Cost: $490,000 | Dates involved: 11/2019-present

Los Angeles County Sanitation Districts | Los Angeles County Sanitation | Southern CA | Principal-in-Charge

Greg led the effort to conduct boundary and topographic surveys over portions of LACSD pipeline easements and related properties. The project included several miles of pipeline, as well as properties and easements. The boundary covered several multiple cities. Deliverables included CADD files, point files, GIS .SHP files, Corner Records, and a Records of Survey maps filed with the County Surveyor. Role: Principal-in-Charge | Cost: $200,000 | Dates involved: 08/2015-present

TOPOGRAPHIC AND SITE SURVEYS

As-Needed Aerial Photography, Topography and/or Planimetric Mapping Services | LACPW | Los Angeles County, CA | Principal-in-Charge and Contract Manager

Since 2016, Stantec has supported eight task orders, providing surveying services, including professional consultation, design surveys/topographic surveys, monument preservation, ground control, aerial photography/mapping, boundary and encumbrance surveying and mapping.

Joint Outfall "J" Trunk Sewer Unit IE Section 3 Protection at La Rotonda Canyon | LASAN | Rancho Palos Verdes, CA | Principal-in-Charge/Senior Project Manager

Greg managed digital topographic mapping by field surveying and drafting services for La Rotonda Canyon and protective concrete and grouted riprap improvements approximately 700 feet southwest from the cul-de-sac at the end of La Rotonda Drive within the Trump National Golf Course. Stantec retraced a previous survey and tied new control and monitoring stations to the network. We also provided surface modeling of the Canyon and the Canyon outlet at the Pacific Ocean where a 150-200 foot vertical cliff existed. To collect the surface data, we used conventional and non-traditional methods. Photogrammetry provided for large-scale mapping while terrestrial methods (total stations) created a more detailed data set. Due to the vertical drop and the dangers of working near the slope, Stantec utilized an UAV to collect surface data without endangering staff safety. Together with the photogrammetric data, terrestrial data, and UAV data, we created a detailed model for monitoring and design purposes. This was the first time LASAN used UAV technology on a pipeline project. The project was delivered on time and on budget.

Surveying and Mapping of San Juan & Trabuco Creek Facilities Study | Orange County Public Works | Orange County, California | 2020 | Principal in Charge

Greg led Stantec's geospatial team to provided topographic and control surveying, as well as right-of-way base mapping for San Juan Creek so that the design team could evaluate, analyze and provide recommendations for the project elements that need to be implemented to bring the channel facility to its ultimate condition. The channel needs to have issues addressed including those related to scour, capacity, fish passage and levee protection. The Study area focuses on the reaches that are owned by the Orange County Flood Control District (OCFCD). OCFCD owns the reach of San Juan Creek between the ocean outlet and the I-5 freeway and owns the reach of the Trabuco Creek from the confluence with San Juan Creek and 2,800' upstream of Del Obispo Street.

On-Call Surveying and Mapping, | MWD of Southern California | County of Riverside, California | Survey and Mapping Task Leader

Greg led boundary and topographic surveys over portions of Metropolitan pipeline easements and related properties. The project included several miles of pipeline, as well as dozens of properties and easements. The boundary covered several Public Land Survey System Sections, as well as rancho boundaries. Deliverables included CAD files, point files, GIS .SHP files, and a Record of Survey map filed with the Riverside County Surveyor.

** denotes projects completed with other firms*

ROADWAYS

Irvine Avenue Pavement Rehabilitation | Cities of Newport Beach and Costa Mesa | Newport Beach and Costa Mesa, California, United States | 2017-2018 | Senior Survey Manager

The project involved sidewalk repairs and constructing ADA-compliant curb ramps to improve safety for students and pedestrians. Greg led topographic surveys and preparation of base mapping for pavement rehabilitation and pedestrian and cyclist safety improvements along Irvine Avenue from 16th Street to Santiago Drive. Mariners Elementary School is located within the project limits, and Newport Harbor High School is adjacent to the project limits. An accelerated schedule was required to help ensure the improvements are completed before the next school year. 10/2017-3/2018

WATER

On-Call Surveying and Mapping, Metropolitan Water District (MWD) of Southern California* | Metropolitan Water District (MWD) | County of Riverside, California | 2012 | Survey and Mapping Task Leader

Greg led the effort to conduct boundary and topographic surveys over portions of MWD pipeline easements and related properties. The project included several miles of pipeline, as well as dozens of properties and easements. The boundary covered several Public Land Survey System Sections, as well as rancho boundaries. His deliverables included CADD files, point files, GIS .SHP files, and a Record of Survey map filed with the Riverside County Surveyor. Project was completed in January 2012.

ANNEXATIONS

Saugus Union School District Mapping Services* | City of Saugas | Saugas, California | 2015 | Quality Assurance/Quality Control Supervisor

Greg was the quality assurance/quality control supervisor for the legal description and plat for approximately 890 acres of a School Facilities Improvement District Boundary which met the California Education Code and California Government Code requirements. Mapping tasks were completed in June 2015.

HIGHER EDUCATION

LACCD - City College - Survey | Los Angeles Community College District | Los Angeles, CA | 2018-2019 | Principal-in-Charge

Greg oversaw surveying services for the modernization and renovation of nine campuses as part of the Los Angeles Communication College District. The 882 square-mile area includes new and renovated academic buildings and laboratories, libraries, sports facilities, art complexes, administrative buildings, child development centers, parking structures, central energy plants, and renewable energy projects. Services included campus-wide base mapping for all of the nine campuses, including photogrammetric topographical mapping, georeferenced digital color ortho-photography, conventional ground topographic surveys, and boundary and encumbrance mapping. The contract value was $2.3M.

RIGHT-OF-WAY SURVEYS

IDIQ Contract for Surveying and Mapping Boundary and ROW Acquisition, PF225 Border Fence, Los Angeles District, U.S. Army Corps of Engineers* | U.S. Army Corps of Engineers | San Diego County and Imperial County, California | 2012 | Survey Manager

This project consisted of boundary and cadastral surveying for right of way acquisitions along the US/Mexico International Border. Specifically, the acquisitions involved existing roads currently used by Customs and Border Protection (CBP), as well as roads and staging areas that were utilized in the construction of the new border fence. Many of these roads have been utilized by CBP for years; however, no legal right existed to allow such use. As such, numerous properties had to be surveyed, along with said roads and staging areas, to compile legal descriptions to facilitate acquisitions and/or condemnations. This project involved a total of 29 separate owners and 31 individual parcels from west of Tecate in San Diego County to west of Calexico in Imperial County. The projects cover approximately 13 fractional townships along the border, requiring extensive cadastral retracement throughout the area. Survey and mapping tasks were completed in October 2012.

SANITARY SEWERS AND FORCEMAINS

Joint Outfall "J" Trunk Sewer Unit IE Section 3 Protection at La Rotonda Canyon | Sanitation Districts of Los Angeles County | Rancho Palos Verdes, California | USD 44.6k | 2017-2018 | Principal In-Charge / Senior Project Manager

The County Sanitation Districts of Los Angeles County (Districts) selected Stantec to to provide digital topographic mapping by field surveying and drafting services for the subject project. The project area surveyed and mapped was La Rotonda Canyon and protective concrete and grouted riprap improvements approximately 700 feet southwest from the cul-de-sac at the end of La Rotonda Drive within the Trump National Golf Course in the City of Rancho Palos Verdes. The project required Stantec to retrace a previous survey and tie new control and monitoring stations to the network. Additionally, the Districts requested surface modeling of the canyon and the outlet of the canyon at the Pacific Ocean where a 150- to 200-foot vertical cliff existed. To collect the surface data Stantec used conventional and non-traditional methods. Photogrammetry provided for large-scale mapping while terrestrial methods (total stations) created a more detailed data set. Due to the vertical drop and the dangers of working near the slope, Stantec utilized an Unmanned Aerial Vehicle (UAV) to collect surface data without endangering staff safety. Together with the photogrammetric data, terrestrial data, and UAV data, Stantec was able to create a detailed model for monitoring and design purposes. This was the first time that the Districts had used UAV technology on a pipeline project. The project was delivered on time and on budget.

** denotes projects completed with other firms*



Sarah Garber PMP, CPP

Environmental Scientist
36 years of experience · Pasadena, California

Sarah is a senior principal environmental scientist with 36 years of experience in environmental impact assessments for infrastructure projects. In addition to NEPA and CEQA documentation, she also specializes in permit acquisition from a wide range of regulatory agencies. Sarah routinely conducts public scoping meetings for environmental documents, participates in stakeholder coordination meetings, and presents the environmental issues of projects at public hearings. She manages surface water investigations and permitting for stream discharges. Sarah has also worked as a field biologist, concentrating in water quality analysis, fisheries investigations and natural resource surveys.

EDUCATION

Master of Science, Biology,

Bachelor of Science, Natural Resources,

REGISTRATIONS

Project Management Professional (PMP)® #1561265, Project Management Institute

Certified Air Permitting Professional #C7603, South Coast Air Quality Management District

PROJECT EXPERIENCE

ENVIRONMENTAL ASSESSMENT

Environmental Assessment and Air Quality Services, City of Los Angeles Department of Water and Power | City of Los Angeles Department of Water and Power | Los Angeles, Owens Valley, and Mono Basin, California | 2008-Present | Contract Manager

Sarah is the overall contract manager for a task order-based master services agreement (MSA) to provide environmental assessment and air quality services for a wide range of City projects—both water and power related. Since 2016, she has also served as project manager for task orders under another MSA with LADWP—the Eastern Sierra Water Management Program Agreement. Sarah has directly managed more than 140 task orders ranging from preparation of a fast-tracked initial study for a storm water pilot project (Woodman Avenue), to supervising cultural resources investigations over thousands of acres of Owens Lake (Dust Mitigation Project). Recent projects include CEQA documents for the Mono Basin Water Rights Licenses Amendments—stream ecosystem flows and modification of the Grant Lake Reservoir spillway in compliance with the requirements of the SWRCB, and for construction of 2 miles of new 84-inch penstock at South Haiwee Reservoir. Role: Contract Manager and Lead Project Manager | Cost: $6 Million (current MSA 2017 to 2020) | Dates involved: 10/2008-Ongoing

Sun Valley Watershed Management Plan Program EIR | Los Angeles County Department of Public Works | Los Angeles, California | USD 2M | 2001-2004 | CEQA Project Manager

On behalf of the Watershed Management Division, Sarah managed the preparation of a Program EIR for the Sun Valley Watershed Management Plan. The plan provides a blueprint for a multi-purpose flood control program to solve the local flooding problem in the Sun Valley Watershed area while increasing water conservation, recreational opportunities, and wildlife habitat, and reducing stormwater pollution. Implementation of the Watershed Management Plan will comprise construction of various stormwater facilities within the watershed (both small and large-scale), including those for retention and/or infiltration, conveyance, and distribution for reuse. Role: CEQA Project Manager | Cost: ~$2M | Dates involved: 12/2001-06/2004

Clark County Wetlands Park | Clark County Departments of Comprehensive Planning and Parks and Recreation | Clark County, Nevada | NEPA Project Scientist

As part of a multi-disciplinary team, Sarah was involved in the preparation of two NEPA documents for the Clark County (Nevada) Departments of Comprehensive Planning and Parks and Recreation. The Environmental Assessment (EA) focused on construction of an erosion control structure in Las Vegas Wash. The EIS is a programmatic document that describes the environmental effects of the Las Vegas Wash Wetlands Park. Erosion control, surface and groundwater hydrology, water quality, biological resources, and consumptive use were key environmental issues. Four alternative park plans, plus "no project", were analyzed.

Red Hill Bay Project | Imperial Irrigation District | Salton Sea, California | Project Manager

Sarah is managing the preparation of a Biological Resources Technical Report, Aquatics Report and CEQA IS for a dust control project on land adjacent to the Salton Sea in Imperial County. Key issues for the project are maintenance of existing wetlands and protection of endangered species.

Environmental Regulatory Assessment | California American Water | Rosemead, California | Project Scientist

Sarah conducted an environmental regulatory assessment and prepared an environmental compliance program for the water company. She performed site visits at various facilities in all six districts of the company. Existing operations were compared for applicability to federal, state, and local environmental regulations. The compliance program includes written procedures for 18 major environmental laws and regulations covering the areas of air, water, biologic resources, noise, hazardous materials, and waste. A preconstruction checklist was prepared to assist the company with environmental compliance for future projects and recommendations were made for additional staff and training.

Los Angeles County Waterworks District 29 Water System Master Plan Program EIR | County of Los Angeles Department of Public Works | Alhambra, California | USD 1.5M | 2014-2016 | Environmental Project Manager

Sarah recently managed the preparation of a Program EIR for a Water System Master Plan in the City of Malibu and unincorporated area of Tujunga. The Master Plan identifies Phase I Improvements, to be addressed within the first 5 years: 5 above ground tank reservoirs, 29 pipeline segments and an emergency connection pipeline (pipelines totaling approximately 17 miles), and water quality improvements in multiple zones. Key issues for the EIR were compliance with the Coastal Plan, including protection of trees along proposed pipeline alignments during construction. Role: CEQA Project Manager | Cost: $1.54M | Dates involved: 07/2014-06/2016

Summer Flow Augmentation | Las Virgenes -Triunfo Joint Powers Authority (JPA) | Calabasas, California | Environmental Lead

The Summer Augmentation project is composed of two primary components: conveyance of potable water to Tapia Water Reclamation Facility (WRF) and facilities for ammonia removal at Tapia WRF prior to discharge to Malibu Creek. Sarah prepared a CEQA IS for the project. Permitting focused on compliance with the Santa Monica Mountains Local Coastal Program through the Los Angeles County Department of Regional Planning.

ENVIRONMENTAL SITE ASSESSMENTS

Taylor Yard Phase II Environmental Site Assessment, Los Angeles Department of Water & Power | Los Angeles Department of Water & Power | Los Angeles, California | Project Manager

On behalf of LADWP, Sarah managed the preparation of a work plan for a Phase II environmental site assessment for baseline environmental conditions at Taylor Yard. The investigation was to support planning for a recycled water pipeline at the project site.

ENVIRONMENTAL MONITORING

San Gabriel River Sediment Management Plan | Los Angeles County Department of Public Works | Los Angeles County, California | Project Manager

Sarah managed a multi-year water quality and stream sampling program on the San Gabriel River conducted in accordance with the Sediment Management Plan that guides the removal of sediments from the San Gabriel and Morris Reservoirs. The monitoring plan was specifically intended to meet the requirements of the Los Angeles Regional Board Monitoring and Reporting Program, the Final EIS/EIR for the project, the CDFW Streambed Alteration Agreement and the USACE 404 Permit.

PERMITTING, COMPLIANCE, AUDITING

Regulatory Compliance Projects | Elsinore Valley Municipal Water District | Lake Elsinore, California | 2006-2017 | Project Manager

The Regional Wastewater Treatment Plant discharges to both Temescal Wash (assumed habitat for the endangered least Bell's vireo and southwestern willow flycatcher) and to Lake Elsinore, an impaired water body included on the Clean Water Act Section 303(d) list. Sarah managed permit acquisition for expansion of the Regional Plant from 4.0 to 8.0 MGD, installation of new discharge points in the Wash, and construction of an effluent pipeline to the lake. Coordination was required with the Santa Ana Regional Board, USACE, CDFW, SCAQMD, Caltrans, and Riverside County Flood Control and Water Conservation District. Additionally, in coordination with California State University San Bernardino, the team conducted six years of water quality monitoring on Lake Elsinore and Canyon Lake in compliance with the Regional Board's Total Maximum Daily Load (TMDL) Program. Sarah managed sample collection, data analysis, report preparation, and coordination with Regional Board staff and the TMDL stakeholders.

Lower Owens River Project Permitting and CEQA Compliance | Los Angeles Department of Water & Power | Owens Valley, California | 2001-2006 | Project Manager

Sarah oversaw final CEQA compliance and permitting for the LORP—the largest river restoration of its kind ever undertaken in the United States. Under this dynamic adaptive management project, more than 60 miles of the Owens River was re-watered as mitigation for past water exportation in the Owens Valley. Permits were obtained from the State Lands Commission, CDFW, Regional Board, and USACE. After filing of a lawsuit by the Sierra Club, a Supplemental EIR (SEIR) was prepared for the project focused on project impacts to the brine pool transition area of Owens Lake. The findings of the SEIR were upheld by the court and flows to the river were released. Sarah facilitated the public meeting for the SEIR.

APPROVALS AND PERMITTING

Peck Park Canyon Enhancement Project | City of Los Angeles Bureau of Engineering | Los Angeles, California | 2008-2009 | Permitting Lead

The Peck Park Canyon Enhancement Project is a Proposition O-funded recreation and habitat enhancement effort within an urban park in Los Angeles, California. Sarah assisted the City with permit acquisition for modifications to the streambed, installation of erosion control features, and vegetation alterations. Permits were obtained from the CDFW, USACE, and the Los Angeles RWQCB.

WATER RESOURCES / PLANNING / OTHER STUDIES

Graves Reservoir Project | City of South Pasadena | South Pasadena, California | 2015-2016 | Environmental Lead

For a proposed reservoir in a residential area, Sarah prepared a CEQA Initial Study in accordance with the State Water Resources Control Board CEQA-Plus Guidelines for State Revolving Fund (SRF) projects. Mitigation measures were identified to reduce impacts from project construction to less than significant levels and the environmental requirements for the SRF loan were met.

ENVIRONMENTAL PERMITTING SUPPORT

Carson Regional Water Recycling Facility Expansion Project (2015) - Mitigated Negative Declaration | West Basin Municipal Water District/Carson Regional Water | Carson, California | Permitting

West Basin proposed to expand the Carson Regional Water Recycling Facility to meet additional recycled water demand from the Tesoro Carson Refinery in Carson. Sarah provided permitting support for the initial study of the project, which included the construction of additional microfiltration (MF) treatment capacity and nitrification systems. Funding for the project was sought from the State Revolving Fund (SRF) Loan Program administered by the State Water Resources Control Board (SWRCB), Division of Financial Assistance, therefore the Initial Study was prepared to meet CEQA-Plus requirements.

Hidden Valley Wetlands Restoration | San Bernardino Valley Municipal Water District (SBVMWD) | Riverside, California | Project Manager

Sarah is supporting SBVMWD in the preparation of a CEQA IS for the restoration of the Hidden Valley Wetlands, adjacent to the Santa Ana River, which would serve as mitigation for SBVMWD projects. The wetland restoration project would develop semi-permanent and seasonal wetland habitats on 64 acres of property owned by CDFW in Riverside County.

WATER RESOURCES

Peck Reservoir and Pump Station | City of Manhattan Beach | Manhattan Beach, California | Environmental Lead

Sarah is currently working on the CEQA documentation for the Peck Reservoir and Pump Station CEQA compliance. The project is to provide preliminary design and design phase services for a new 8 MG cast-in-place concrete reservoir, an 8.6 MGD pumping station, and new site amenities for the City of Manhattan Beach. This new facility will receive water from both City owned potable water wells and Metropolitan Water District of Southern California. The pump station will pump from the new reservoir into the distribution system. The pump station will be operated based on maintaining a set pressure in the distribution system. The new reservoir will replace an existing reservoir, the new reservoir will be designed to meet current seismic design requirements and be hidden from view of the nearby residents.

GROUNDWATER MONITORING AND REPORTING

Lake Elsinore and Canyon Lake TMDL Monitoring | and Lake Elsinore and San Jacinto Watershed Authority | Riverside, California | Project Manager

In coordination with California State University San Bernardino, we conducted more than six years of water quality monitoring on both Lake Elsinore and Canyon Lake as required by the Regional Board's total maximum daily load (TMDL) program. Recent efforts included water quality and sediment sampling and analysis for Canyon Lake related to the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) alum application program. Sarah managed sample collection, data analysis, report preparation, and coordination with Regional Board staff and the TMDL stakeholders. Since 2006, Sarah has presented data results and water quality trends to the TMDL Technical Advisory Committee and TMDL Task Force.

STRATEGIC PLANNING

The Boeing Company, Santa Susanna Field Laboratory Remediation Project | The Boeing Company | Ventura County, California | CEQA Advisor

Boeing is closing its 2,850-acre Santa Susana Field Laboratory site and is working to achieve a reasonable and responsible cleanup of impacted media, including: soil vapor, soil, surface water, groundwater, biota, and bedrock. The remediated project area will be preserved in a conservation easement as open space habitat. Sarah has provided strategic planning and support for site closure alternatives, CEQA/NEPA reviews, and assistance with preparation of the CEQA document Project Description.



Laith Alfaqih PhD, PE, CRL, MIAM, SDRM

Principal Consultant
21 years of experience · Blue Ash, Ohio

Laith is a results-oriented professional engineer with more than 20 years of experience. He leads Stantec's Asset Integration and Management group and champions working collaboratively on inter-professional teams to achieve common goals and develop strategic, holistic asset management programs. Laith works with organizations—at any stage of their asset management journey—to implement asset management principles and practices that fit their culture and align with their maturity and growth strategies to achieve sustainability, reliability, and resiliency. He is comfortable handling gap analysis, documentation, and statistical and lifecycle analysis to not only develop asset management plans but also identify key areas of operational efficiencies and cost savings.

EDUCATION

PhD, Civil Engineering,

MS, Operations Management, Enterprise Integration (Management Information Systems),

MS, Environmental Engineering,

BS, Civil Engineering,

CERTIFICATIONS & TRAINING

Strategic Decision and Risk Management, Stanford University, Stanford, California, United States, 2010

Tableau, Center of Business Analytics, University of Cincinnati, Cincinnati, OH, United States, 2018

@RISK, Risk Analysis, Palisade , Ithaca, NY, United States, 2015

Certified Reliability Leader (CRL) #150570, Association of Asset Management Professionals, Ft. Meyers, Florida, United States, 2016

Institute of Asset Management Certificate, Asset Management Academy, New York, NY, United States, 2020

REGISTRATIONS

Professional Engineer #76732, State of Ohio, 2012

MEMBERSHIPS

Member, American Water Works Association

Member, Chi Epsilon National Civil Engineering Honor Society

Member, Society of Reliability Engineers

Member, The Institute of Asset Management

Member, Water Environment Federation

Member, The Institute of Asset Management, 2020

AWARDS

2007 Alabama Water Environment Association

2006 Engineers Without Borders Scholarship

PROJECT EXPERIENCE

WATER ASSET MANAGEMENT SYSTEMS

Water Asset Management Program* | Oakland County Water Resources Commissioner | Oakland County, Michigan | Senior Asset Management Consultant

Laith was the Senior Asset Management Consultant brought in to conduct interviews and workshops with staff and stakeholders as part of the utility's gap analysis documentation. Laith led a team that statistically analyzed workshop data and feedback from participants about their concerns, priority areas, and areas of needed improvement on short and long-term basis. He documented the asset management gap analysis report that identified and prioritized gaps in the asset management practices based on industry standards, and developed list of next steps for the utility to consider as part of developing their asset management program.

Stormwater Managment Program* | City of Suffolk | Suffolk, Virginia | Program Analyst

Studied and analyzed the areas that exhibited excessive rainfall derived infiltration and inflow (RDII) in the system. Modeled and calculated stormwater parameters for the unmonitored basins statistically using Multi-parameter Regression Analysis. Modeled rainfall runoff projection into the system using PCSWMM and calibrated the RTK values for the model, and documented the analyses, assumptions, and processes that were conducted in this study.

** denotes projects completed with other firms*

Remote Monitoring Program* | Metropolitan Sewer District of Greater Cincinnati (MSDGC) | Cincinnati, Ohio | Management Consultant

Laith managed development and integration of the watershed operations division's remote monitoring program, which is based on the GE Integrated Platform (IP) system. He worked with the project manager and vendors to build and communicate the architecture, develop system requirements, and test and integrate equipment within the platform while also improving on collection, management, sharing and usage of data to effectively manage the system. Laith also identified savings through life cycle analysis; identified improvements on existing systems within the division (radar and rain gages); and worked with USGS to develop and implement sampling and monitoring programs.

MSD Reliability Program* | Metropolitan Sewer District of Greater Cincinnati | Cincinnati, Ohio | Strategic Management Consultant

Laith assisted in MSDGC's Reliability Program's back-to-back wins of international awards from Uptime Magazine. In 2014, this program won "Best Asset Condition Management Program" and in 2013, the "Best Emerging Maintenance Reliability Program." The reliability program had a 55% reduction in unexpected failures, 40% reduction in downtime and a 37% reduction in safety incidents. This translated into $0.5 million annually in maintenance costs only. He supported the program in producing cost savings and operational benefits across the enterprise by shifting maintenance from a reactive mode of maintenance to a proactive mode using a blend of Maintenance Strategy Improvements (through RCM and other tools), advanced condition monitoring (through Predictive Maintenance technologies) and increased productivity (through advanced planning and scheduling). He chartered the program teams, assisted them in identifying any challenges, developed business case evaluations to justify capital and operational projects, and made sure teams were on schedule and had the resources available, internally and externally, to be successful. Laith also coordinated and assisted in the supply-chain (inventory) and team building workshops.

Water Resources Smart Systems Planning, Development, Implementation and Analytics* | Department of Watershed Management | Atlanta, Georgia

Developed water resources (water, wastewater, and stormwater systems) smart systems prototypes architecture that includes both general (general asset info) and specific types of data (water quality). Identified data needs, formatting, and quality to be included in data reporting, visualization and analytics. Identified and connected various data sources to be included as part of the smart system platform.

Data Management, City of Atlanta* | City of Atlanta | Atlanta, Georgia | Senior Strategic Consultant

Developed and managed the Department of Watershed Management linear asset inventory data clean-up, organization, and QA/QC, including guidance on asset hierarchies and criticality; assignment of linear assets to historical work orders; development of linear asset management workflow processes, and CMMS support.

City of Odessa Asset Management Program | Odessa, Texas, United States | Project Engineer

Assessed the condition of water and wastewater infrastructure assets in the City. Conducted risk assessment of evaluated assets. Prioritized assets' maintenance renewal schedule.

City of Forth Worth Asset Management | City of Fort Worth | Fort Worth, Texas, United States | Project Manager

As legacy project from an acquired firm, it was behind schedule and over budget. The project's scope was to conduct a sanitary sewer evaluation system (SSES) for more than 800,000 feet of conveyance system infrastructure. Reviewed available material and developed an execution plan to complete the project with a minimal financial impact while meeting client's expectations. Led the team to set up assessment methodologies, databases, reporting techniques, cost estimates, and quality assurances/quality control (QA/QC) for the assessment. Compiled and presented the information and results to the client with success.

Drinking Water Protection Guidance | Metropolitan Council Environmental Services (MCES) | Minneapolis, Minnesota, United States | Lead Management Consultant

Developed a platform / toolbox to assist local communities in managing land uses to protect water sources. This platform will assist communities and property owners to get informed on how to protect their local water supply as well as reduce contaminants to source water. Developed the communication plan, data, and platform requirements collection from stakeholders.

Asset Management and Reliability Centered Design Implementation, Capital Regional District (CRD) | Capital Regional District (CRD) | Victoria, British Columbia | Asset Management Lead

Laith developed an Asset Componentization Guide and implemented the processes on the new facilities that CRD has acquired. This guide will be utilized on future assets across CRD. He also developed and implemented an asset cost replacement methodology for new and existing assets to help with long-term capital reserve planning. Laith assisted CRD in discussions and implementation of Reliability Centered Design/Maintenance principles at the new wastewater treatment plants and pump stations and conducted criticality analysis workshops on the new facilities.

** denotes projects completed with other firms*

Water Master Plan Update | Anaheim, California, United States | Asset Management Lead

Expanded on the City's asset management program as part of the master plan update. This update was to reflect the improvements and changes made to Anaheim's water infrastructure and to serve as a roadmap for Anaheim's long-term capital improvement program and water resource planning by addressing its' future demands, long term reliability goals, and aging infrastructure. InfoMaster software is utilized to complete a risk-based prioritization for pipeline-improvements.

Capital Program Management and Program Controls Management and Implementation | Metropolitan Sewer District of Greater Cincinnati (MSDGC) | Cincinnati, Ohio | Capital Improvement Planning and Asset Management Lead

Laith is tasked with developing, communicating, and implementing an integrated approach to define and allocate $130M Annual CIP for Asset Management (AM) and Consent Decree projects. He collaborates with the AM and Watershed Planning supervising engineer on improving processes, and developing and implementing the Asset Management Strategy as part of the Asset Management Plan for watershed and facilities planning. He assists MSD employees from various divisions on documenting, reviewing, and updating the workflow processes. Develops and documents the decision-making process to identify and prioritize capital and operational projects at service, watershed, and basin levels to establish the Program Annual CIP. This is a $6.5M annually for 6-year program, with the CIP and asset management task at $1M/ year.

MSDGC and Greater Cincinnati Water Works Technology Plan | Cincinnati, Ohio, United States | Management Consultant

Interviewed and worked directly with staff to evaluate the existing use of technology (strengths and weaknesses), Identified opportunities to streamline and consolidate systems, developed a technology plan that focuses on current and future use of emerging Smart Cities Technologies. This conceptual design provided documentation for smart wastewater/water network technology requirements, considered regulatory mandates, technology innovations within and outside the water/wastewater industry, while looking specifically at the use of machine to machine (M2M) technology / Internet of Things (IoT).

Collection System Management Program | Pinellas County Utilities | Pinellas County, Florida | Asset Management Technical Lead

Laith is supporting Pinellas County in identifying and updating the County's assets. He is aligning data collection tools and processes to meet service level goals, developing criticality standards and implementing them on the collection system, ensuring the asset management (AM) activities meet the County's AM strategies and objectives, and integrating the asset data across the organization for informed decision-making.

Greater Cincinnati Water Works Technology Plan | Metropolitan Sewer District of Greater Cincinnati | Cincinnati, Ohio, United States

Laith interviewed and worked directly with staff to evaluate the existing use of technology (strengths and weaknesses), identified opportunities to streamline and consolidate systems, developed a technology plan that focuses on current and future use of emerging Smart Cities Technologies. This conceptual design provided documentation for smart wastewater/water network technology requirements, considered regulatory mandates, technology innovations within and outside the water/ wastewater industry, while looking specifically at the use of machine to machine (M2M) technology / Internet of Things (IoT).

RECREATION MASTER PLANNING AND DEVELOPMENT

Communication Planning* | Louisville Metropolitan Sewer District | Louisville, Kentucky | Communication Planning

Based on the success of the recreation management communication platform for Cincinnati MSD, Louisville MSD approached the team to develop a similar one for them. Led the team in developing the plan and approach for the communication platform. Conducted the analysis and development of the predictive model and identified next steps for the utility to establish a robust recreation management program and a successful communication platform. Analysis indicated that further work needs to be done within the utility's conveyance system (I/I, CSO) to reduce the pollution levels in the urban streams. Additionally, more data needed to be collected to develop a robust model.

ASSET MANAGEMENT CONSULTING

Organization Succession Plan Development, Department of Public Utilities | Toledo, Ohio, United States | Lead Management Consultant

Benchmarked, documented, and developed a succession plan / resource review plan for the utility. As part of Ohio Senate Bill #2 and as a result of performance audit and strategic plan the utility is updating its roles and responsibilities and succession plan.

Reliability Centered Design | Clark County Water Reclamation District | Las Vegas, Nevada, United States | Asset Management Lead

Conducted RCD workshops and documentation on the West Secondary Aeration Basin and clarifiers. This is in partnership with Aladon Network.

GREEN INFRASTRUCTURE DESIGN

Green Infrastructure Asset Management* | Metropolitan Sewer District of Greater Cincinnati | Cincinnati, Ohio | Management Consultant

Laith assisted MSDGC in developing a green infrastructure asset management program for operation and maintenance. He documented the assets, their classes, required maintenance for each type of green infrastructure, assisted in developing the standard operating procedures, and assisted in developing a GI O&M manual to maintain the required level of service.

** denotes projects completed with other firms*

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Design Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

Billing Level	Hourly Rate	Description
3 4 5	$128 $135 $152	**Junior Level position** ❑ Independently carries out assignments of limited scope using standard procedures, methods and techniques ❑ Assists senior staff in carrying out more advanced procedures ❑ Completed work is reviewed for feasibility and soundness of judgment ❑ Graduate from an appropriate post-secondary program or equivalent ❑ Generally, one to three years' experience
6 7 8	$158 $172 $179	**Fully Qualified Professional Position** ❑ Carries out assignments requiring general familiarity within a broad field of the respective profession ❑ Makes decisions by using a combination of standard methods and techniques ❑ Actively participates in planning to ensure the achievement of objectives ❑ Works independently to interpret information and resolve difficulties ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, three to six years' experience
9 10 11	$187 $196 $210	**First Level Supervisor or first complete Level of Specialization** ❑ Provides applied professional knowledge and initiative in planning and coordinating work programs ❑ Adapts established guidelines as necessary to address unusual issues ❑ Decisions accepted as technically accurate, may on occasion be reviewed ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, five to nine years' experience
12 13 14	$222 $231 $250	**Highly Specialized Technical Professional or Supervisor of groups of professionals** ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Participates in short and long range planning to ensure the achievement of objectives ❑ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures ❑ Reviews and evaluates technical work ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	$263 $280 $289	**Senior Level Consultant or Management** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Independently conceives programs and problems for investigation ❑ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects ❑ Generally, more than twelve years' experience with extensive experience
18 19 20 21	$290 $300 $311 $330	**Senior Level Management under review by Vice President or higher** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Responsible for long range planning within a specific area of practice or region ❑ Makes decisions which are far reaching and limited only by objectives and policies of the organization ❑ Plans/approves projects requiring significant human resources or capital investment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, fifteen years' experience with extensive professional and management experience
	$200 $310 $420	1-Man Survey Crew 2-Man Survey Crew 3-Man Survey Crew

We acknowledge per Addendum 1 the rates are fixed for the first year of the contract term, however, we will have the option annually to negotiate hourly rate increases not exceed 3% per year.

CITY OF ONTARIO

303 EAST B STREET | ONTARIO, CALIFORNIA 91764

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____ __, **2024** by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **Albert A. Webb Associates**, a **CALIFORNIA CORPORATION** with its principal place of business at **3788 McCray St, Riverside CA 92506** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional **engineering** design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an **engineer** in the State of California.

2.3 Project. City desires to engage Consultant to render such services for the **On-Call Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 **Engineer of Record.** Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultant hereby designates **Bruce Davis, PE** (License No. **C 47200**) to act as the **Engineer of Record** for the Project. The **Engineer of Record** shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the **Engineer of Record** shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new **Engineer of Record** shall be of at least equal competence as the prior **Engineer of Record**. In the event that City and Consultant cannot agree as to the substitution of a new **Engineer of Record**, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the **Engineer of Record**, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Bruce Davis, PE, Jeff Hart, PE, and Bradley Sackett, PE.**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Dennis Mejia, PE, Utilities Engineering Division Manager**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Six Hundred Thousand Dollars ($600,000)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review

the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain

registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

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

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

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any

subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

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

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

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

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

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

3.15.4 Automobile Liability

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

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

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

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

3.15.5 Workers' Compensation/Employer's Liability

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

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

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and

in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

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

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

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

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

3.15.8 Evidence Required

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

3.15.9 Policy Provisions Required

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

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

3.15.12 Subconsultant Insurance Requirements

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

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for **engineering** services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

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

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

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

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	**Albert A. Webb Associates**
303 East "B" Street	**3788 McCray Street**
Ontario, CA 91764	**Riverside, CA 92506**
Attn: **Dennis Mejia, PE, Utilities Engineering Division Manager,**	Attn: **Bruce Davis**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

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

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which

are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND ALBERT A. WEBB ASSOCIATES

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ALBERT A. WEBB ASSOCIATES

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting engineers to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of six (6) qualified firms to assist with On-Call Design Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various disciplines (e.g. Engineering, Architecture, Construction, Hydraulic Modeling, Fire Flow Modeling, Feasibility Studies, etc.) with the intention of maintaining a list of multiple qualified prime engineering firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Design Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL DESIGN SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Design Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Design Services Agreement for further requirements.

Expected services to be provided under this on-call contract will be performed under a task order system, need to be designed following City Guidelines or associated governing agency guidelines, and may include:

Capital Improvement Project Division

- Feasibility Studies
  - Preparing and/or updating Guidance Documents for Utility Feasibility Studies and Technical Reports
- Environmental services for CEQA/NEPA
- Geotechnical Investigations
- Erosion Control and Storm Water Pollution Prevention Plans
- Permitting and Grant writing support
- Surveying and Mapping
  - ALTA Surveys
  - Easements, Right of Way Preparation, and Mapping
  - Topographic Mapping
  - Field Design Surveys
  - Boundary Surveying and Monumentation
  - Benchmarks and centerline tie information
  - Legal Descriptions and Exhibits
  - Construction Staking
  - Conduct Potholing Services
- Construction Documents Development
- Street Improvements and Highway Design Engineering
- Civil, mechanical, electrical, structural, instrumentation design using AutoCAD 2023 or later
  - Transmission, Collection & Distribution Pipelines (water, sewer, recycled water, storm drain, etc.) facilities including water pipelines (transmission and distribution)
  - Groundwater Wells
  - Pump Stations
  - Pressure Reducing Stations
  - Reservoirs
  - Sewer Lift Stations
- Construction Engineering Support Services
  - Provide RFI review and response services
  - Submittal review and response services

- Project coordination services with City hired Construction Manager
- Final inspection and punch list services
- Convert Contractor's redlines to record drawings

Planning and Land Development Division

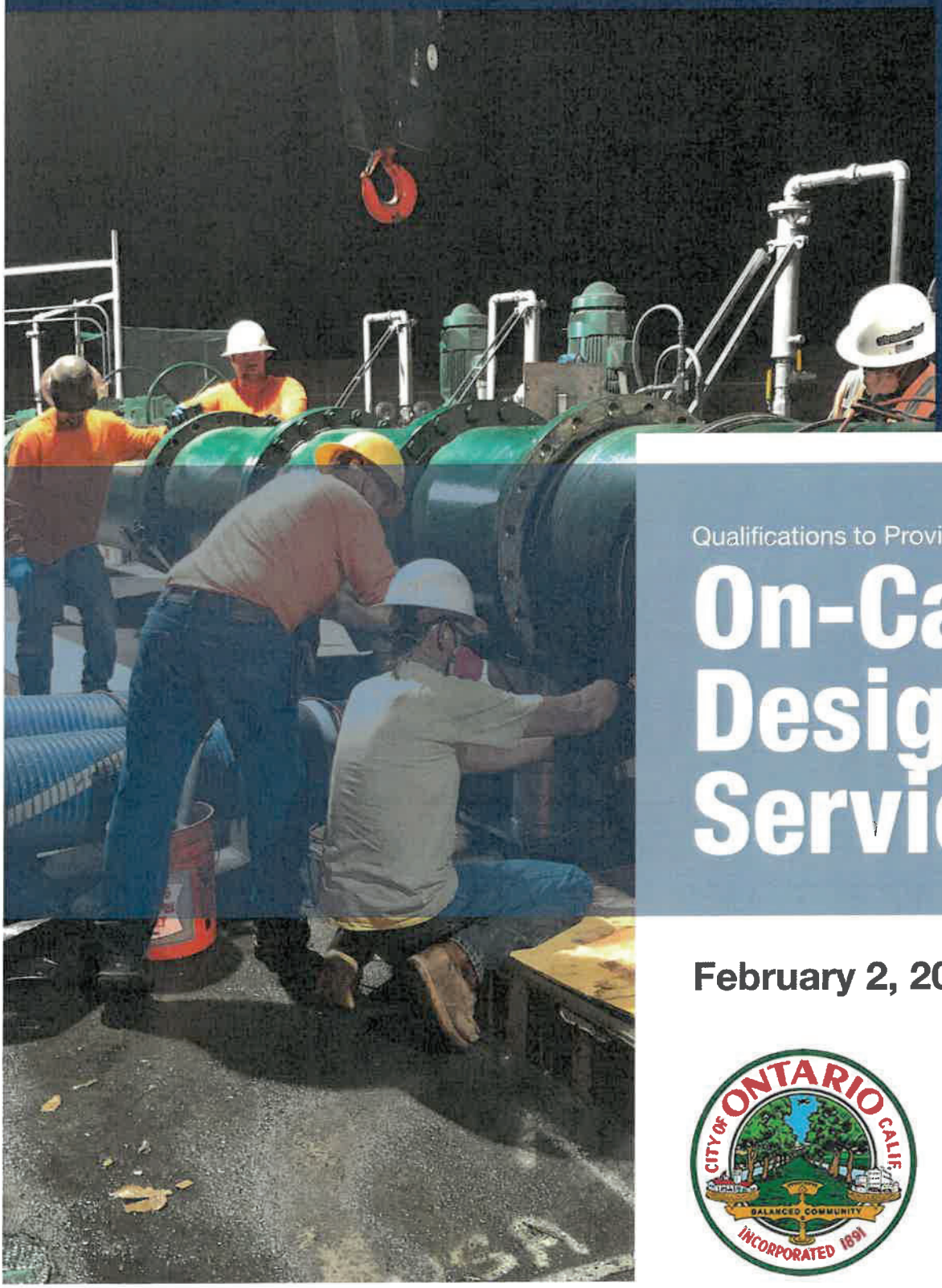
- Master planning to include infrastructure master plans
  - Hydraulic Modeling
  - Flow Monitoring
  - Demand factor assessment
- Asset management program support
- Risk and Resilience Assessment
- Site Security Assessment
- Emergency Response Plan
- Facilities Condition Assessment
- Updating City Water and Sewer GIS
- Hydrology and Drainage Engineering
  - Hydraulic modeling and GIS support services conforming with San Bernardino County Hydrology Manual
  - Hydrology Studies and hydrologic calculations
  - Hydrogeologic engineering services related to groundwater well rehabilitation and installation
- Hydraulic Modeling and Model Maintenance
  - The potable and recycled water model is in Innovyze InfoWater, the sewer model is in Innovyze InfoSewer, and both are running in the ArcMap 10.7.1 environment.
  - Updating Model Geometries using City Water and Sewer Atlas GIS shapefiles and Water and Sewer Improvement Construction/Record Drawings.
  - Updating Model Demands, Patterns, and Peaking Factors based on development and meter data.
  - Creating and Running New Scenarios.
  - Model Verification and Calibration to assure that the model can run properly.
  - Preparing Utility Hydraulic Analysis Studies and Reviews.
  - Reviewing OMUC Staff or Developer/Engineer modeling work and providing summary validation reports.
  - Peer Review of Utility Hydraulic Analysis Studies and Reviews, and Utility Feasibility and Technical Studies.
  - Fire Flow Analysis

Water Resources and Water Quality Division

- Water Resources Planning and Management Support Services
  - Urban Water Management Plans - Preparation, Updates, and Amendments
  - Water Supply Assessments and Written Verifications
  - Hydrogeological Studies and Geotechnical Engineering
  - Water Use Surveys
  - Wastewater Flow and Strength Studies
  - Water Conservation and Audits
  - Recycled Water Use Studies and compliance with State Water Board and Regional Water Quality Control Board requirements

- Laboratory Testing
- Water and Wastewater Low/High Flow Monitoring (On-site Private & Public)
- Water and Wastewater Quality Sampling (On-site Private & Public)
- Sewer System Management Plan Update
- Sewer System Management Plan Audit

ALBERT A.
WEBB
ASSOCIATES



Qualifications to Provide

On-Call Design Services

February 2, 2024

CITY OF ONTARIO CALIF.
BALANCED COMMUNITY
INCORPORATED 1891

ALBERT A. WEBB ASSOCIATES

February 2, 2024

Purchasing Department
City of Ontario
303 East "B" Street
Ontario, CA 91764-4196

RE: Request for Qualifications for On-Call Design Services

Dear Purchasing Department:

Enclosed is Albert A. Webb Associates' (WEBB) response to the City of Ontario (City) toward providing On-Call Design Services to meet the City's project needs. We are confident we can tailor solutions to meet your needs and develop a strong relationship moving forward.

The City requires a responsive professional consulting firm who possesses the experience and resources needed to achieve the goals and objectives of the City. WEBB has provided engineering services for public clients for more than 75 years and recognizes the importance of being close to our clients. WEBB would like to illustrate to the City what makes us the absolute correct choice for your projects.

- We have resources available that can be dedicated to meeting all the City's needs. We are local and can react to the needs of the City in a very short time frame. We can and will to handle both large and small projects and tasks with the resources available to us.
- We have extensive experience with providing numerous on-call services to multiple public agencies including providing in-house staff.
- All of our project managers are invested in providing the City with the highest quality work products to achieve your goals. Our project managers pride themselves on customer service through effective coordination and communication on all projects.
- We have long working relationships with many sub-consultants to augment our services on a project specific basis, providing all the services needed for a particular project and reducing the City's coordination effort.

WEBB is committed to contributing the highest quality assistance possible to achieve the City of Ontario's goals. We look forward to the opportunity to discuss our qualifications and answer any questions you may have. I can be reached at (951) 686-1070.

Sincerely,

Bruce A. Davis, PE
Senior Vice President
bruce.davis@webbassociates.com

Section 1. Executive Summary

WEBB's proposal details the firm's qualifications, the experience of the firm and project team, and our plan to complete successful projects for the City with highlights noted as follows:

Firm Profile

- Long-standing financially stable civil engineering firm since 1945 primarily serving the Inland Southern California
- Extensive experience in civil engineering, planning, design, and construction
- Multiple disciplinary firm capable of providing all primary services "in house"
- Professionally licensed in the State of California
- Local Inland Southern California references on recent and current projects of similar scope

Staffing Resources

- Assigned Principal-in-Charge, **Bruce Davis, PE,** specializes in managing multiple disciplines
- WEBB's Water Resource Team has extensive experience providing similar services to public agencies and are ready to assist the City
- Full-time project managers with project teams available
- Multiple disciplinary firm of over 180 associates capable of providing all primary services
- Support services from highly qualified firms to provide required specialized services

Experience and Technical Competence

- Recent and current projects of similar scope
- Superior quality work, integrity, and long-standing client relationships
- Understanding of projects, deliverables, and required scope of services
- Tested approach to project management and processing
- WEBB has extensive experience working with cities and agencies and utilizes best practices
- Strive to reach client goals for each project and responsive to client requests and needs
- Project teams are currently providing on-call services for multiple city's

Quality Assurance

- Tested standardized approach to project management
- Quality control embedded in every stage of project development
- Assignment of highly qualified project managers and resources to individual projects
- Identification of critical issues on each project and how to mitigate based on experience
- Boots on the ground approach to reviewing each individual project for design considerations

Differentiators

In selecting the right consultant, the City should know what makes our WEBB Team the absolute right choice for this project. With the collaboration of our team and the City, the City's projects will benefit from:

- A highly experienced team in public works projects
- Firm resources with the capacity to meet project schedules
- Consistent presence and involvement of principals through all stages of the project
- Implementing lessons learned on public agency services to improve design
- Identifying and addressing critical issues

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Appendix 1. Key Personnel Resumes A-1

Section 3. Identification of Proposer

Since 1945, Albert A. Webb Associates (WEBB), a [redacted], has provided consistent civil engineering services to public sector clients in California, demonstrating remarkable financial stability. With offices in Riverside and Murrieta, we strategically cater to diverse client needs. WEBB is a comprehensive in-house professional services firm specializing in public and private sector clients throughout Inland Southern California, offering a wide range of services spanning project development, planning, design, entitlement, funding, permitting, construction management, and inspection. Our enduring legacy, strategic locations, and broad expertise position WEBB as the top choice for comprehensive civil engineering services, ensuring project success and nurturing lasting professional partnerships.

City Business License Number: 39854

Firm Specifics

1945
Founding Year

180
Number of Employees

60+
Professional Licenses

Our Services

For detailed information on our services, simply click on the corresponding icons for more insights or visit webbassociates.com/services.

- Water Resources
- Land Development Planning & Entitlement
- Land Development Engineering
- Construction Management & Inspection
- Environmental Services
- Traffic & Transportation
- Land Survey & Mapping Services
- Landscape Architecture

Corporate Headquarters

Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506

Representative Contact Information

Bruce Davis, PE - Senior Vice President
3788 McCray Street
Riverside, CA 92506
951.686.1070

Owner and Principal Parties

- Matthew Webb, PE, TE, LS - President/CEO
- Scott Webb - Senior Vice President
- Steve Webb - Director of Risk Management
- Brian Knoll, PE- Chief Operations Officer
- Kevin W.M. Ferguson - Chief Development Officer
- Scott Hildebrandt, PE - Chief Strategy Officer
- Todd Smith - Chief Financial Officer
- Sam Gershon, RCE - Senior Vice President
- **Bruce Davis, PE - Senior Vice President**
- Dilesh Sheth, PE, TE - Senior Vice President
- Stephanie Standerfer - Vice President
- Jason Ardery, PE, TE, LLS, CPESC, QSD - Vice President
- Joseph Caldwell, PE, CPESC, CPSWQ - Practice Area Leader
- Emily Webb Hogan, J.D. - Senior Land Use and Entitlement Specialist

Section 4. Staffing Resources

Principal-In-Charge and Team Overview

Knowledge, experience, and responsiveness are the key elements of a strong team needed to exceed the City's goals and expectations for all your projects. WEBB has put together a team of professionals that will deliver these key elements to all future projects. You will not find a team that has more knowledge, background, technical expertise, and the experience of working collaboratively on recent successful projects than you find with this project team. The assembled team has a long history of working together, which increases communication and efficiency when managing projects for the City.



Bruce A. Davis, PE
Senior Vice President

Principal-In-Charge Highlights

- Over 30 years of pertinent experience with WEBB
- Has successfully worked with all team members
- Extensive background leading multiple disciplines

"I'll lead the City's projects hands-on, ensuring timely delivery and top-notch quality. With our team's relevant technical expertise from successful projects, WEBB is the ideal partner for the City."

- Bruce A. Davis, PE

Bruce Davis, PE, is a Senior Vice President at WEBB. Bruce's breadth of experience and in-depth technical and professional background with both public and private projects make him a well versed consultant with the ability to serve the best interests of both public agencies and private clients. Bruce's past experience has allowed him to be successful in a number of large and complex projects over the last 38 years. His unique ability to understand the planning and civil engineering needs of a project, coupled with his uncanny ability to mediate problems and find creative solutions with all constituents involved, makes him a highly sought after consultant.

Our assigned project team consists of senior level professionals who will perform the required tasks for the City. By taking this hands-on approach, an experienced professional always has in-depth and intimate knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to provide very effective and efficient service to you. Coordination is critical for your civil engineering projects. Every project assigned to WEBB will include principal involvement.

When an RFP is received, our Principal-in-Charge will work with one of our project managers to develop the best team for each project. WEBB's project managers will maintain direct and continued responsibility for services provided under the duration of the contract. The chosen project manager will serve as the primary contact on matters dealing with specific projects, managing the day-to-day activities throughout project completion. Our team members are readily available to you and remain accessible throughout the project to the extent required to successfully complete it. Our key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

WEBB has a variety of subconsultants to fortify our project team pending project requirements. WEBB will supplement when necessary to create a strong team approach for the City's projects. WEBB ensures all subconsultants are DIR registered and will provide the documentation prior to contract execution.

Task Leader Overview

Brad Sackett, PE, has over 20 years' experience designing projects for various public agencies. Brad has unparalleled experience with public agencies water/sewer systems which will dramatically reduce the ramp-up time and effort on these focused engineering projects. His work ethic toward all clients ensures we are committed to follow through on all project details during project implementation.

David Algranti, PE, is a Chief Design Engineer with WEBB's Water Resources Department. Dave has years of experience in the planning, design, and construction of water resources projects. With such deep knowledge of water-related systems, he assists as technical advisor for all WEBB teams handling such projects for clients.

Kris Danielson, PE, will provide planning, hydraulic modeling, and engineering evaluations for water and sewer facility improvements for the City's projects. Kris specializes in hydraulic analysis, sewer system master planning, field inspection, and construction management. His responsibilities include the planning and design of public works facilities, fluid system modeling, and report preparation. Kris has over 20 years of experience at WEBB.

Siming Zhang, PE, has managed and designed public works projects consisting of water storage reservoirs, water transmission pipelines, major trunk sewer mains, sewer collection pipelines, sewer lift stations, and water booster stations in his 34 years of experience.

Sinnaro Yos, PE, has over 20 years' experience managing the design and construction of a wide range of public works projects that enhance water quality and supply including water and wastewater systems, water reclamation, and water and wastewater treatment. Sinnaro focuses on master plan reports for water and wastewater systems, water and sewer pipeline sizing and hydraulic analysis, alignment analysis, and pipe thickness design.

Shane Bloomfield, PE, has over 20 years' experience in many diverse water and wastewater projects. Shane specializes in the design of projects consisting of major pumping plants, groundwater pumping wells, sewer collection system design, water distribution system design, wastewater treatment plant design, disinfection systems, and hydraulic system modeling.

Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM, is the Practice Leader of WEBB's Water Resources Department. Joseph focuses on the development of master drainage plans, the design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. A Certified Professional in Erosion and Sediment Control and Storm Water Quality, Joseph is a specialist in water quality and environmental compliance and an expert in hydrology and hydraulics. Joseph has over 20 years of experience at WEBB.

Reed Chilton, PE, QSD, will provide construction management and inspection services for the City's projects. As Director of WEBB's Construction Management and Inspection Department, Reed has a bench of qualified in-house inspectors that will be available for the City's projects. Reed specializes in sewer lines, drainage facilities, water lines, recycled water lines, wastewater treatment facilities, dry utilities, street improvements, street lighting, traffic signals, and landscaping.

Stephanie Standerfer is the Vice President over the Environmental Services Department for WEBB. Stephanie has over 20 years' professional experience as an environmental planner, specializing in managing large California Environmental Quality Act (CEQA) projects for both public and private projects. Stephanie has managed large project and program Environmental Impact Reports (EIRs) for water districts, cities, and private developers.

Michael Johnson, LLS, is WEBB's Land Survey Practice Leader and has over 30 years of experience in all aspects of surveying from initial project coordination and research, to performing survey data adjustments, and analysis.

Chandler Drachslin is an Assistant Engineer and is WEBB's GIS expert providing support to all in-house services in addition to working on public works projects as part of the Water Resources Department.

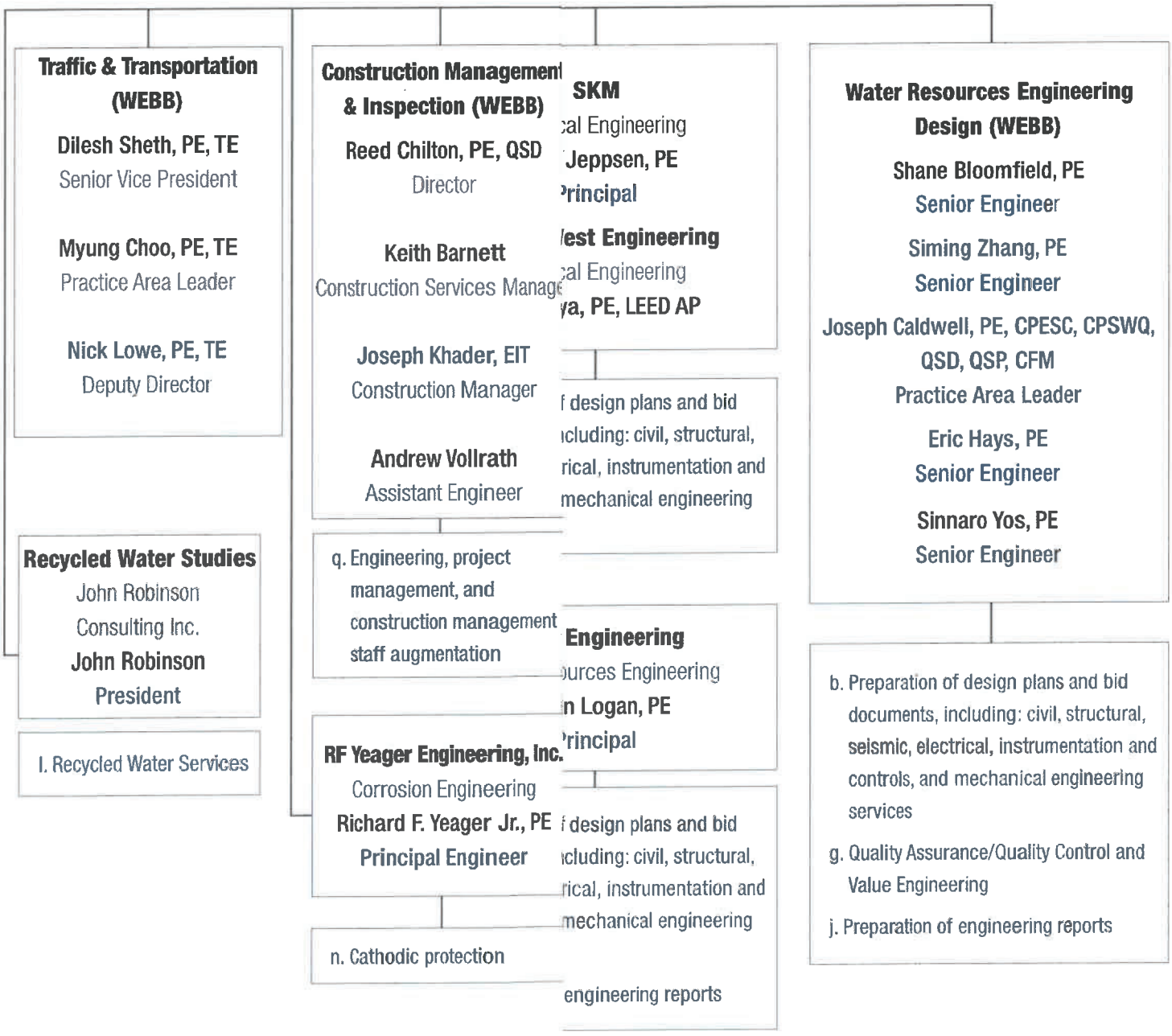
Key Personnel Organization

The following chart provides an overview of key personnel the project manager, will be available for the duration of the City's projects.

Principally Responsible Individuals:

1. Bruce Davis, PE - Principal-In-Charge
2. Jeff Hart, PE - Deputy Director
3. Bradley Sackett, PE - Technical Advisor

WEBB has the capacity to provide additional personnel as needed to complete the City's Projects.





Bruce Davis, PE

Senior Vice President

Bruce Davis is a Senior Vice President WEBB. Bruce has been a full-time employee of WEBB since 1986. Bruce currently serves as Director of Water Resources. As Director, he oversees all water and wastewater projects performed by the firm. Since 2018, Bruce has taken the lead representing WEBB in matters involving engineering standard of care and risk management. Bruce is a registered civil engineer in the State of California.

Bruce has served as Principle-in-charge for well over one hundred regional infrastructure projects. His experience includes planning, design and support during construction of water, wastewater, drainage and transportation projects on behalf of clients including Jurupa Community Services District, Eastern Municipal Water District, Coachella Valley Water District, and cities of Corona, Murrieta, Rancho Mirage, Ontario, Grand Terrace, Rialto and Cathedral City. Project types include pipelines from 8-inch diameter up to 60-inch diameter, pumping ranging in size from one hundred gallons per minute to over 5,000 gallons per minute and storage facilities ranging in capacity from five hundred thousand gallons to over twenty million gallons, roadways, signals, storm drains and basins. Recent water industry projects include O'Ferrelll Street Booster Pump Station, Redlands/Hemlock Booster Pump Station, Longview and Watson Roads pipelines, Perris II Desalter pipeline and Markham 7.0-million-gallon storage tank.

Along with experience with regional infrastructure projects, Bruce has extensive knowledge and experience with survey, planning, entitlement, development (residential and commercial) and environmental services. His extensive experience translates to an understanding of all steps required to successfully complete a project efficiently and on schedule. Bruce has served as an expert witness in matters involving land use, entitlements and drainage.

Bruce is a member of and/or involved with American Public Works Association, American Water Works Association, Association of California Water Agencies and League of California Cities. He served several years as a Board member of CalWater PAC which is a political action committee advocating for issues important to California's water supply. Bruce serves as an excellent resource for his clients on current issues and trends in our region.

REGISTRATIONS:
Registered Civil Engineer
C 47200 (CA)

YEARS OF EXPERIENCE:
38 Years

PROPOSAL ROLE:
Project Manager

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION:
BS Civil Engineering, California State Polytechnic University, Pomona

AFFILIATIONS:
American Public Works Association (APWA)
American Water Works Association (AWWA)
California Water Political Action Committee (CalWater PAC)
Association of California Water Agencies (ACWA)
Coachella Valley Economic Partnership (CVEP)
League of California Cities



Jeff Hart, PE

Deputy Director, Water Resources

As Deputy Director of the Water Resources Department at WEBB, Jeff Hart uses his 25 years of experience in public works to support the execution of all water resources projects. He is also responsible for assigning project managers to each project and ensuring all project obligations are met with the highest standard. Jeff has previously managed and implemented over $800M of Capital Improvement Projects. He has split his years of experience working with both public and private sector clients; serving as City Engineer, Public Works Director, and Floodplain Manager for the public sector, and Director of Engineering and Deputy Director of Water Resources for the private sector. Jeff is well versed having acted as a representative across various committees, councils, and commissions.

REGISTRATIONS
Registered Civil Engineer C 70910 (CA)
Registered Civil Engineer C 19069 (NV)

EDUCATION
BS, General Civil Engineering
California Polytechnic Institute, Pomona

CERTIFICATIONS/TRAINING
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)

Project Experience

- Armstrong Booster Station Upgrade, Jurupa Community Services District
- Well 25, Rubidoux Community Services District
- Water & Sewer Evaluation, Highland Fairview
- Backbone Feasibility Study, San Gorgonio Pass Water Agency



Bradley A. Sackett, PE

Senior Engineer

Brad Sackett, PE, is a Senior Engineer and Project Manager with WEBB's Water Resources Department. Brad specializes in assisting major public agencies with a wide variety of water resource projects. Clients seek his expertise with pumping facilities, water pipeline design, gravity sewer main design, water and sewer system master plans, hydraulic modeling analysis, and sewer resource plans for Specific Plan Environmental Impact Reports (EIRs), among other projects.

Brad has been instrumental in assisting clients with in-house projects, while representing these agencies with their constituents as an on-site consultant. Throughout Brad's career he has been intricately involved in the design, management, and construction support of projects for such clients as Eastern Municipal Water District (EMWD), Western Municipal Water District (WMWD), and the cities of Riverside and St. Helena, to name a few.His detailed approach ensures each project integrates flawlessly into master plan requirements from concept through construction. He specializes in operations take-over and integration of systems with a focus on cost effective and efficient transitions.

REGISTRATIONS
Registered Civil Engineer C 65862 (CA)

EDUCATION
BS, Chemical Engineering
Massachusetts Institute of Technology

AFFILIATIONS
American Water Works Association (AWWA)

- Lindsay Pipeline Project, Jurupa Community Services District
- Placentia I-215 Sewer Relocation, Eastern Municipal Water District
- Water Master Plan, Rubidoux Community Services District
- Lakeview/Nuevo Area Wide Master Plan, Eastern Municipal Water District (District)

Siming Zhang, PE - C 60158
Senior Engineer

Siming Zhang, PE, is a Senior Engineer with WEBB's Water Resources Department. Siming assists clients in managing and designing a wide array of public works projects including water storage reservoirs, water transmission pipelines and booster stations, major trunk sewer mains, sewer collection pipelines and sewer lift stations, and water booster stations.

Shane Bloomfield, PE - C77435
Senior Engineer

Shane Bloomfield, PE, is a Senior Engineer with WEBB's Water Resources Department. Shane specializes in the design of public works projects consisting of major pumping plants, groundwater pumping wells, sewer collection system design, wet well rehabilitation, water distribution system design, wastewater treatment plant design, and hydraulic system modeling using various computer models. He has engineering design responsibilities for several projects for public works agency clients including the City of Ontario, City of Riverside, Jurupa Community Services District, Eastern Municipal Water District, and Crestline-Lake Arrowhead Water Agency.

Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM - C 67239
Practice Leader - Water Resources

Joseph Caldwell, PE, is the Practice Leader of WEBB's Water Resources Department. Joseph focuses on the development of master drainage plans, the design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. A Certified Professional in Erosion and Sediment Control and Storm Water Quality, Joseph is a specialist in water quality and environmental compliance and an expert in hydrology and hydraulics.

Eric Hays, PE - C 73614
Senior Engineer

Eric Hays, PE, is a Senior Engineer with WEBB's Water Resources Department. Eric has years of diverse engineering experience with deep knowledge in the fields of hydrology, hydraulics, and drainage design. His experience includes the preparation of preliminary design reports, alternative analysis studies, canal design plans for flood control infrastructure projects, and storm drain system designs for residential, commercial, industrial, and public agency projects.

Sinnaro Yos, PE - C 68607
Senior Engineer

Sinnaro Yos, PE, is a Senior Engineer with WEBB's Water Resources Department. Sinnaro offers clients extensive experience managing the design and construction of a wide range of public works projects that enhance water quality and supply including water and wastewater systems, water reclamation, and water and wastewater treatment.

Kristopher A. Danielson, PE - C 79743
Senior Engineer

Kristopher (Kris) Danielson, PE, is a Senior Engineer with WEBB's Water Resources Department. Kris specializes in hydraulic analysis, sewer system master planning, field inspection, and construction management. His responsibilities include the planning and design of public works facilities, fluid system modeling, and report preparation.

Dilesh Sheth, PE, TE - C 65078 and TE 2112
Senior Vice President

Dilesh Sheth, PE, TE, is a Senior Vice President with WEBB and is Director of the Traffic & Transportation Department. Dilesh assists public and private clients with sophisticated civil works projects. Clients benefit from his expertise in presenting project findings and recommendations to elected officials, municipal commissions, community groups, and the general public. Dilesh has coordinated projects with Caltrans and numerous counties, cities, flood control districts, utility companies, residential, and business owners throughout Inland Southern California. This experience enables him to help clients realize a wide range of project goals and comply with varied requirements.

Myung Choo, PE, TE - CA 79651 and TE 2451
Practice Area Leader - Traffic & Transportation

Myung Choo, PE, TE, is a Traffic & Transportation Practice Area Leader in WEBB's Traffic and Transportation Department. In his role he develops the technical abilities of WEBB Team to better assist clients in achieving their transportation goals through preparing traffic studies, designing new traffic signals and upgrading existing traffic signals. Clients benefit from his extensive knowledge of governmental agency procedures, design, geometrics, signs, traffic controls, parking and maintenance. Among his duties, he presents findings and recommendations on traffic matters to elected officials, municipal commissions, community groups and the general public.

Nick Lowe, PE,TE - C 87666 and TE 3056
Deputy Director - Traffic & Transportation

Nick Lowe, PE, is a Deputy Director with WEBB's Traffic and Transportation Department. Nick assists clients with traffic signal upgrades, signing and striping modifications, and pavement improvements. He also develops temporary traffic control plans for construction while working closely with public agencies, contractors, and construction managers to safely expedite projects, thus minimizing impacts to traffic and businesses.

Stephanie Standerfer
Vice President

Stephanie Standerfer is a Vice President and Director of WEBB's Environmental Services Department. Stephanie has worked as an environmental planning project manager, focusing on California Environmental Quality Act (CEQA) matters for small, medium, and large public and private projects. Stephanie has managed all levels of CEQA documents for healthcare clients, community college districts, water districts, cities, counties, and private developers. Her varied project experience allows her to foresee and navigate challenges that arise during CEQA compliance. As an expert in CEQA implementation throughout Inland Southern California, she also provides local agencies training in CEQA processing. She regularly oversees and coordinates with large teams of environmental planners, engineers, and architects and actively assists her clients through the environmental compliance gauntlet.

Cheryl DeGano
Practice Area Leader

Cheryl DeGano serves as a Practice Area Leader with WEBB's Environmental Services Department. Cheryl manages the preparation and approval of environmental and planning documents for public and private sector clients. During her consulting career, Cheryl has been responsible for the preparation and processing of environmental and planning documents including environmental impact reports, environmental assessments, initial studies and mitigated negative declarations, mitigation monitoring and reporting programs (MMRPs), specific plans, development impact fee ("Nexus") studies per California Government Code 66000 et seq., and development and entitlement applications.

Autumn DeWoody
Senior Environmental Analyst

Autumn DeWoody is a Senior Environmental Analyst with WEBB's Environmental Services Department. Autumn offers clients a bridge between our technical municipal and stormwater engineering services and environmental documentation. She regularly partners with WEBB's project managers to prepare various planning documents on behalf of our water, wastewater, and flood control district clients. In addition, Autumn offers private and public clients jurisdictional delineations and regulatory permitting services as well as environmental monitoring at construction sites to ensure compliance with Mitigation, Monitoring, and Reporting Plans (MMRPs). She has been repeatedly commended by clients on the frequency and helpfulness of timely updates during permit processing.

Eliza Laws
Air Quality Practice Leader

Eliza Laws is an Air Quality Practice Leader with WEBB's Environmental Services Department. Eliza assists public and private clients in the preparation and approval of environmental and planning documents. During her consulting career, Eliza successfully prepared or directed the preparation and processing of environmental documents under both the California Environmental Quality Act (CEQA) and National Environmental Quality Act (NEPA) for public and private clients. She has been responsible for all aspects of these projects including research, data collection and analysis, report writing, quality assurance/quality control review, preparation of distribution lists, direction of public noticing, project management, preparation of technical studies related to air quality, greenhouse gas (GHG), and health risk assessments, direction of technical studies, representation at public meetings and hearings, and agency and client coordination.

Reed Chilton, PE, QSD - C 83827
Director - Construction Management and Inspection

Reed Chilton, PE, QSD, is Director of WEBB's Construction Management and Inspection Department. Reed has worked on a variety of private and public projects and has established a strong foundation in the engineering and construction management profession. His project experience includes sewer lines, drainage facilities, water lines, recycled water lines, wastewater treatment facilities, dry utilities, street improvements, street lighting, traffic signals, and landscaping. Specifically, his involvement with these projects includes preparation of specifications and bid documents, contract management and administration, permitting, submittal and RFI review and coordination, leading meetings, field investigations, project documentation, review and approval of change orders and pay estimates, project close-out, and managing day-to-day needs for owners and contractors. Reed manages and schedules WEBB's Inspection Team.

Keith Barnett
Construction Services Manager

Keith Barnett is a Construction Services Manager and Inspector with WEBB's Construction Management and Inspection Department. Keith has more than 25 years of experience with various types of projects. His experience as a construction manager for various large scale projects, coupled with his decisive nature and excellent project management skills, has made him capable of overseeing teams, budgets, and schedules. Keith is adept at client relationship management, scope development, and field monitoring.

Joseph Khader, EIT
Construction Manager

Joseph Khader, EIT is a Construction Manager with WEBB's Construction Management and Inspection Department. Joseph has more than 20 years of experience with various types of projects. His experience as a construction manager for various large scale projects, coupled with his decisive nature and excellent project management skills, has made him capable of overseeing teams, budgets, and schedules. Keith is adept at client relationship management, scope development, and field monitoring.

Andrew Vollrath
Assistant Engineer

Andrew is currently an assistant engineer working on receiving his Professional Engineering License. Andrew manages the progress of numerous projects, with the goal of a high-quality product within budget and schedule. His role includes preparing and negotiating the financial aspects of the job, ensuring materials are up to standard, maintaining communication between owners, contractors, and engineers, and collaborating with designers and public agencies to ensure a successful construction process.

Subcontractors

AQUA ENGINEERING

Water Resources Engineering

Justin Logan, PE

533 W 2600 S Suite 25
Bountiful, UT 84010
T: 801.299.1327

AQUA Engineering (AQUA) is a civil engineering firm specializing in municipal engineering, water and wastewater treatment design, water resources, and environmental services. AQUA is headquartered in Bountiful, Utah with a new location in Denver, Colorado, and has provided quality services to clients throughout the west. As one of the region's leading civil engineering firms, they are qualified, responsive, and highly experienced in the design, operation, and maintenance of water and wastewater treatment facilities. WEBB has worked with AQUA for over 10 years.

skm

Electrical Engineering

Mark Jeppsen, PE

533 W 2600 S Suite 25
Bountiful, UT 84010
T: 801.677.0011

SKM Engineering (SKM) will provide electrical engineering services for the City's project. SKM is a premier electrical engineering firm specializing in SCADA (supervisory control and data acquisition), telemetry, and electrical and control design. They employ a staff of highly trained electrical engineers with extensive experience in electrical design, instrumentation and controls, and PLC and HMI programming and design services. Their focus on wastewater and water systems provide clients with extensive process knowledge and understanding of water well and treatment projects.

DESIGN WEST ENGINEERING

Electrical Engineering

Leo Maya, PE, LEED AP

412 E Vanderbilt Way
San Bernardino, CA 92408
T: 909.890.3700

Design West Engineering (DWE) will provide electrical engineering services for the WEBB Team. They were founded on the philosophies of second-to-none service, environmental sensibility, and commitment to forward-thinking innovation. Established in 2000 and centered on these ideas, DWE quickly grew to become one of Southern California's most prominent and the Inland Empire's largest MEP firms. DWE currently maintains approximately 35 employees and offers a diversified range of practical experience in municipal, educational, green-building, transportation, medical, commercial, and residential building sectors. Their highly qualified and innovative engineers work in a multi-disciplined environment, each familiar with overall project requirements in addition to their specific area of expertise, and offer the most up-to-date expertise in the latest technologies to maximize your project's potential.

KLEINFELDER

Structural/Architectural Engineering

Christina Nishimoto, PE, SE

770 First Avenue, Suite 400
San Diego, CA 92101
619.831.4600

Kleinfelder will provide structural engineering services for the WEBB Team. Kleinfelder's structural engineering services are delivered by a multi-disciplinary team of experts to various public agencies and private companies. During the past 25 years, their experienced structural engineers have gradually adapted to changing technology, codes, and standards. Kleinfelder's structural design is fully integrated with technology using the most recent software developments such as BIM (Building Information Modeling), SAP 2000, Larsa 4D Bridge Plus, and others.

Kleinfelder's structural engineers have extensive experience in the design and construction management support for a variety of projects utilizing current guidelines, codes, and standards. They have an outstanding reputation of accomplishing projects on time and within the original negotiated budget.

R.F. Yeager ENGINEERING

Corrosion Engineering

Richard F. Yeager Jr., PE

1016 Broadway Ste. A
El Cajon, CA 92021
T: 619.312.0195

RF Yeager Engineering is a DVBE/SBE, SLBE, and SCOOP certified corrosion engineering firm providing corrosion control inspections and design services for the oil, fuel, water, and wastewater industries. Established in 2004, they have built strong relationships with many of the local public agencies and municipalities and truly believe that Client and Owner satisfaction is the method in which to measure a project's success. They pride themselves in being responsive to the Client's needs and to offer a quality product, personalized service, and at a competitive rate.

Converse Consultants
Geotechnical Engineering & Consulting
Environmental & Groundwater Science
Materials Testing & Inspection Services

Geotechnical Engineering

Hashmi Quazi, PhD, PE, GE

717 S. Myrtle Ave.
Monrovia, CA 91016
T: 909.796.0544

Converse Consultants provides professional services in the fields of geotechnical engineering, engineering geology, groundwater sciences, environmental sciences, and soils and materials testing and inspection. Their mission is to work together with clients to provide them with responsive and quality services, resulting in the development of long-term relationships. Clients include public agencies and private sector clients in the transportation, water/wastewater, educational, residential, commercial, and other market segments.

SMITH - EMERY SE 1904

Geotechnical Engineering

Josh Greeley

1197 Tustin Avenue
Anaheim, CA 92807
T: 714.238.6133

Since 1904, Smith-Emery has delivered exceptional service to the construction industry. They are a singular source for highly-experienced professionals successfully servicing today's complex building projects. Smith-Emery's trusted advisors stay ahead of trends and provide a rare depth of service, continuously demonstrating their ability to change with and stand the test of time. They've been a pillar in this industry for more than 100 years, and that's why their private and public clients keep coming back. Worldwide, their 400+ employees work every day to help make building environments safer and more secure. From their internal processes to the projects they deliver, to the skills they offer their clients, they strive to do things better, and let their track record speak for itself.

Ninyo & Moore Geotechnical and Environmental Sciences Consultants

Geotechnical Engineering

Michael Putt, PG, CEG

1197 Tustin Avenue
Anaheim, CA 92807
T: 949.753.7070 x 12321

Ninyo & Moore Geotechnical and Environmental Sciences Consultants was established to provide geotechnical and environmental engineering, soil and materials testing, and inspection services to clients in the governmental (federal, state, and local), commercial, and private sectors. Ninyo & Moore has helped clients develop and implement innovative solutions to geotechnical and environmental challenges since 1986. Services provided by Ninyo & Moore encompass all phases of a project, from the planning stage through design and construction.

PUZZULLO CONSULTING
CONSTRUCTION PROJECT MANAGEMENT

Cost Estimating and Value Engineering

Jeff Puzzullo

504 Machado Way
Vista, CA 92308
T: 760.533.3500

With a career based upon construction of public works improvement projects, Jeff Puzzullo has been involved in many of the municipal infrastructure projects in California, Nevada, and Arizona since 1980. Puzzullo Consulting strives to provides its clients with excellent cost estimating and project planning budgeting based upon preliminary and advanced levels of design detail. Each cost estimate is prepared in fine detail similar to what a bidding general contractor would take to develop a total project construction cost. With Mr. Puzzullo's direct hands-on construction business management experience, extreme care is taken to include all costs that may be anticipated by a contractor during the performance of a construction contract. It is this experience and capability that our clients can rely on for a accurate, realistic, and complete cost estimates, constructability reviews, value engineering, and/or CPM project schedules.

JOHN ROBINSON Consulting, Inc.

Recycled Water Studies

John Robinson

1055 E Colorado Boulevard, Suite 500
Pasadena, CA 91106
T: 626.796.9141

John has approximately 30 years of experience in engineering consulting, construction management, project leadership/project management, operational/ fiscal management and market sector strategy development focused most recently on obtaining local, State and Federal grants and/or loans for public agencies and special districts.

Section 5. Fiscal Stability

Albert A. Webb Associates does not hold any controlling or financial interest in any other organization, nor is owned or controlled by any other person or organization. WEBB is a financially secure California corporation. We assure our clients we have the financial resources and organizational capabilities to conduct and complete the required services in a proficient and professional manner. As a privately held company, WEBB does not typically provide financial information; however, we have provided our audited financial as a general attachment in PlanetBids.

Section 6. Experience and Technical Competence

Our local knowledge and experience gives us the ability to efficiently assist the City throughout the analysis, planning, design, and construction process with a minimum of "ramp up" time. Also, our proximity in relation to the City makes for easy coordination and a minimum of travel time. *WEBB has worked with the City on numerous water, wastewater, recycled water, and water supply assessment projects for over 27 years and has built a complete understanding of not only the City's infrastructure, but the City's needs.* In addition, WEBB has provided similar services throughout the Inland Southern California since 1945, during which WEBB has built an enormous understanding of the region as well as a reputation for being the go-to firm for various water infrastructure engineering needs, both small and large. *WEBB has chosen three leaders to oversee our project team and are currently responsible for managing similar projects throughout the region*. Our management approach will readily accommodate this project. We understand the needs of projects that provide services to the public.

Ability to Maintain Budgetary Control

Accurate estimates begin with a well-defined scope of work and deliverables. WEBB will work closely with the City to determine the parameters of the project and then, using our extensive database of cost information from similar projects, we will prepare a detailed estimate to complete project construction. Typically, project estimates are prepared during planning, preliminary design, and updated upon completion of design. This process assists with identifying potential budgetary problems early so corrective action can be taken.

Quick Response to the City's Project Needs

The size and experience of our staff in the Riverside office gives us the flexibility to draw upon design teams with strong technical skills regardless of the type of project proposed, and all are led by talented managers with extensive experience. These teams will enable us to accommodate scheduling needs the City may have during the life of the contract.

Available Resources

- WEBB's Water Resources Department is comprised of 23 full-time associates with registered engineers specializing in water, non-potable water, wastewater, and stormwater that are ready to assist the City
- Seven full-time project managers with project teams available
- Multiple disciplinary firm of over 180 associates capable of providing most services in-house and utilizing our bench of trusted subconsultants to supplement additional project needs
- Support services in-house to provide project managers support include survey and mapping, traffic and transportation, environmental services, land survey, landscape architecture, and construction management and inspection (See Technical Competence portion at the end of this section)

Capable of Managing Itself

- Project management approach designed to establish clear lines of communication for expectations from start to finish
- A project manager with experience managing all subconsultants
- Extensive experience in water, wastewater, and drainage infrastructure projects for public agencies by assigned team
- Strive to reach client's goals and responsive to client's requests and needs for each project
- Recent and current projects of similar scope
- Superior quality work, integrity, and long-standing client relationships

Key Personnel

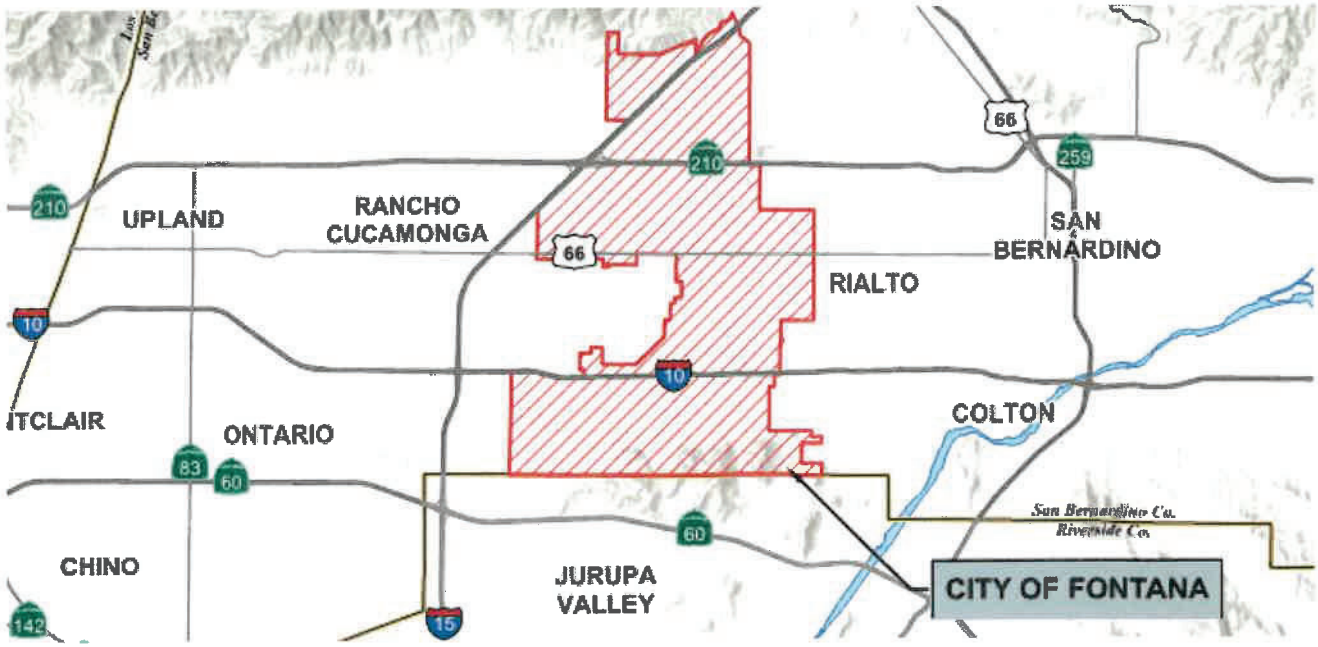
- Assigned Principal-In-Charge, **Bruce Davis, PE,** specializes in CIP water, wastewater, and drainage improvements
- Highly qualified Technical Advisors, **Brad Sackett, PE** and **Jeff Hart, PE,** who have worked together on similar projects.
- Key personnel will be available as proposed for the duration of the project

References

The City will benefit from WEBB's team approach to client service. Our reputation for superior quality work, integrity, and long-standing client relationships is a direct result of our industry proven capabilities and experience. We encourage the City to speak with your staff who have worked with our firm and call our references to truly understand the commitment we make to each of our clients and their projects.

Client Contact	Description of Services
Eastern Municipal Water District Greg Kowalski, PE, Engineering Manager T: 951.928.3777 E: kowalskig@emwd.org	Various pipeline replacements, upgrades, new tank/reservoir construction
Coachella Valley Water District Sabrina Nies, PE, Engineering Manager T: 760.404.5627 x 2288 E: snies@cvwd.org	Various engineering services including water and sewer, traffic and transportation, construction management and inspection, environmental services, land surveying
San Bernardino Special Districts Byanka Velasco, PE, Division Manager T: 909.386.8834 E: byanka.velasco@dpw.sbcounty.gov	Various including water and sewer projects, plan checking, environmental services,
Jurupa Community Services District Eddie Rhee, PE, Engineering Manager T: 951.685.7434 x 118 E: erhee@jcsd.us	WEBB has provided engineering services to JCSD for over 60 years including general engineering services, plan checks, project management, construction management and inspection, land survey, hydraulic modeling, and environmental services.
City of Ontario Municipal Utilities Company Thomas Palmieri, PE T: 909.395.2688 E: tpalmieri@ontarioca.gov	Various engineering services including water and sewer projects, stormwater, well equipping, construction management and inspection, and environmental services.

Project Specific Experience



Sewer Master Plan Update

City of Fontana

Client Contact:
David Hammer, PE
Engineering Manager
City of Fontana
909.350.7627
dhammer@fontanaca.gov

Dollar Value of Fee (Design):
$478,502

Duration of Services:
September 2022 - September 2023

Relationship to Client:
Prime Consultant

Project Team:
Bruce Davis, PE
Kris Danielson, PE
Brad Sackett, PE
Joseph Caldwell, PE
Sinnaro Yos, PE

The WEBB Team prepared an updated Sewer Master Plan for the City of Fontana (City). The project included the update of the 2023 Sanitary Sewer System Master Plan to evaluate the existing system for capacity, along with identifying existing and future deficiencies in the collection system as a result of future development through build-out of the community.

This project required data collection and field investigations, GIS gap analysis, temporary flow monitoring plan, update of current flow generation data, hydraulic sewer model calibration and update as well as analysis. WEBB provided guidance on selecting new hydraulic modeling software for the City's entire wastewater system.

WEBB provided the City with an updated Sewer System Master Plan and worked with City Staff to review existing sewer projects and development activity in progress to set the foundation for a new Capital Improvement Plan (CIP) and sewer line replacement program.

WEBB also conducted a connection fee study and sewer lift station analysis as part of this project.



Various Capital Improvement Projects *(Partial List)*

Jurupa Community Services District (JCSD)

Client Contact:
Eddie Rhee, PE
Engineering Manager
Jurupa Community Services District
951.685.7434 x118
erhee@jcsd.us

Dollar Value of Fee (Design):
Various

Duration of Services: Ongoing

Relationship to Client:
Prime Consultant

Project Team:
Bruce Davis, PE
Brad Sackett, PE
Siming Zhang, PE
Shane Bloomfield, PE
Kris Danielson, PE
Sinnaro Yos, PE

Regional Lift Station Upgrades *(Partial List)*

- Multiple Sewer Bypass including a large multi-week bypass
- Concrete repair lining in wet well and dry well
- Pump room upper deck steel modifications
- Concrete encasement of existing wet well columns
- Manhole improvements such as replacement, rehab
- Stainless steel sluice gate in manhole
- Add motorized actuator to influent slide gate
- Replacement monorail and crane hoist
- Steel & DIP piping below and above grade

Waterline Replacement Program - *(Potable Water)*

- 45 years of service to the JCSD
- Aggressive waterline replacement program to upgrade existing service since 1986
- 10,000-LF of 8-inch to 12-inch dia. CML/CMC water distribution mains annually
- Preparation of plans and specifications, utility research, coordination with fire and transportation departments
- Waterlines installed in minimal ROW streets congested with exiting utilities

Sewer Bond Projects

- Van Buren Bridge Force Main Crossing, 2,400-LF 24-inch diameter Sewer
- Florine Sewer Lift Station, 3,500-LF 10-inch dia. Gravity & Force Main
- Upgrades and Enhancements to Electrical/SCADA at Plant 1
- Regional Force Main to City of Riverside WWTP – 17,600-LF of 24-inch diameter Force Main and 2,200-LF of 27-inch diameter Gravity Sewer
- Pyrite Creek Trunk Sewer, 10,300-LF of 30-inch and 36-inch diameter
- 7,200-LF of 8-inch to 21-inch diameter Sewer Main, 3,000-LF of Slip Lining and Small Sewer Lift Station
- Jurupa Road Trunk Sewer, 14,600-LF 10-inch, 18-inch, and 21-inch diameter Sewer Main
- Sky Country Trunk Sewer, 8,100-LF 12-inch and 18-inch diameter Sewer Main
- Regional Sewer Lift Station, 7,500 GPM, 750 HP capacity



Goetz Road Tank and Transmission Pipeline

Eastern Municipal Water District

Client Contact:
Greg Kowalski, PE
Engineering Manager
Eastern Municipal Water District
951.928.3777
kowalskig@emwd.org

Dollar Value of Fee (Design):
$350,000

Duration of Services:
June 2022 - Present

Relationship to Client:
Prime Consultant

Project Team:
Bruce Davis, PE
Siming Zhang, PE
Bradley Sackett, PE
Michael Johnson, LLS

The WEBB Team is currently providing civil design for the tank project and design engineer for the transmission pipeline project. The project consists of the construction of a 8MG concrete reservoir and a 5,400-LF 30-inch diameter transmission pipeline to connect an existing 24-inch diameter transmission pipeline to the future Goetz Road Tank site, located in the City of Menifee. The pipeline will be constructed along Thornton Avenue, half of which is improved and the remaining alignment is reserved within a tract development.

Careful planning and special details are required for the successful implementation of the pipeline with minimal service interruptions, including additional coordination with the City of Menifee and the City of Perris.

Challenges for this project include keeping the elevation of the pipeline below the future Goetz Road Tank inlet/outlet due to the higher elevations at the intersection of Goetz Road and Thornton Avenue than the tank pad.

The WEBB Team is coordinating with the District and other consultants on potholing, CEQA compliance, geotechnical investigation and corrosion report/design services.



Highway 86 Water Transmission Main, Phase 3 and 4

Coachella Valley Water District

Client Contact:
Mario Zamora, PE
Senior Engineer
Coachella Valley Water District
760.398.2661 Ext. 2273
mzamora@cvwd.org

Dollar Value of Fee (Design):
$2,275,299

Duration of Services:
November 2021 - November 2023

Relationship to Client:
Prime Consultant

Project Team:
Bruce Davis, PE
Siming Zhang, PE
Brad Sackett, PE
Michael Johnson, LLS

The WEBB Team provided Planning and Preliminary Design which focused on the alignment analysis and selection, survey and mapping of the final alignment, and the required environmental analysis and documents necessary for State and Federal Grant funding, and environmental clearances and 30% construction documents. The Final Design Phase included final construction documents, right-of-way acquisition, cost estimates, and bid support. CVWD sought state and federal funding for the project and required assistance from the selected design consultant to support the loan and grant applications in both phases.

Key Aspects:

- 13.4 mile long project alignment
- Multiple channel/ditch crossings with required environmental review
- Acquisition of necessary easements and permits
- Construction Document Preparation
- Final Design Services



Beaumont Treatment Plant Expansion and Salt Mitigation

City of Beaumont

Client Contact:
Elizabeth Gibbs-Urtiaga
City Manager
City of Beaumont
951.337.6501
egibbs@beaumontca.gov

Dollar Value of Fee (Design) $3.1M

Duration of Services:
November 2016 - Ongoing

Relationship to Client:
Prime Consultant

Project Team:
Brad Sackett, PE
Siming Zhang, PE
Shane Bloomfield, PE
Kris Danielson, PE
Sinnaro Yos, PE

This project was divided into two parts, 1) WWTP Upgrade/Expansion and, 2) the Brineline. WEBB performed overall Program Management Support for the entire project.

WWTP Expansion and Upgrade

The existing WWTP needs to be expanded and upgraded. The WWTP is currently treating over 75% of its permitted capacity and therefore must begin the expansion process. Per the new Regional Water Quality Control Board's updated Basin Plan, the City must begin reducing TDS being discharged from the plant. The City completed a feasibility study to identify the best way to expand and upgrade the plant. The WWTP upgrades include additional headworks screening, flow equalization, grit removal, fine screens, MBR, reverse osmosis, biosolids dewatering, and drying.

Brine Line - Final Design

Brine disposal is an integral part of this project and was a key driver in the selection of this project. Without a safe, reliable, and cost effective way to dispose of the brine, this project cannot move forward and compliance with the Basin Plan would be impossible. The brine pipeline connecting to the Inland Empire Brine Line (IEBL) was determined to be the best option during the feasibility study, due to cost and certainty of operation. The brine line has been sized at 12-inches and will be approximately 23-miles long. The pipeline begins at the City's WWTP and ends near the City of San Bernardino's WWTP on Waterman Avenue. WEBB is also leading the permitting of this facility with Riverside County, San Bernardino County, City of Redlands, City of Loma Linda, and City of San Bernardino.

Technical Competence

Our local knowledge and experience gives us the ability to efficiently assist the City throughout the analysis, planning, design, and construction process with a minimum of "ramp up" time. Also, our proximity in relation to the City makes for easy coordination and a minimum of travel time. *WEBB has worked with the City on numerous water, wastewater, recycled water, and water supply assessment projects for over 27 years and has built a complete understanding of not only the City's infrastructure, but the City's needs.* In addition, WEBB has provided similar services throughout the Inland Empire since 1945, during which WEBB has built an enormous understanding of the region as well as a reputation for being the go-to firm for various water infrastructure engineering needs, both small and large. *WEBB has chosen three leaders to oversee our project team and are currently responsible for managing similar projects throughout the region as seen in the regional map below*. Our management approach will readily accommodate projects of the scope outlined in the RFQ. We understand the needs of projects that provide services to the public.

In-House Resources

With a firm of 180 associates, our multidisciplinary firm is well-equipped to offer a variety of services in-house. We utilize our expertise of our diverse team and leverage a network of reliable subconsultants to meet any additional project requirements. Our in-house support services, ranging from survey and mapping to traffic and transportation, environmental services, land survey, landscape architecture, and construction management and inspection, ensure that our project managers receive comprehensive support for successful project execution.

Ability to Maintain Budgetary Control

Accurate estimates begin with a well-defined scope of work and deliverables. WEBB will work closely work with the City to determine the parameters of the project and then, using our extensive database of cost information from similar projects, we will prepare a detailed estimate to complete project construction. Typically, project estimates are prepared during planning, preliminary design, and updated upon completion of design. This process assists with identifying potential budgetary problems early so corrective action can be taken.

Quick Response to the City's Project Needs

The size and experience of our staff in the Riverside office gives us the flexibility to draw upon design teams with strong technical skills regardless of the type of project proposed, and all are led by talented managers with extensive experience.

Technological Experience

WEBB ensures staff has the latest technology to meet all client demands. Some of the software that our multi-disciplinary staff use include, but are not limited to the following:

- AutoCAD, Civil 3D, Civil Design
- AutoTurn, InfoWater, InfraWorks
- SYNCHRO, TRAFFIX, WEBSTER
- Riverside and San Bernardino Rational Method
- Arc Geographical Information Systems (GIS)
- HEC RAS, GEO HEC RAS 2D, SRH 2D
- HELE-1 and HELE-2
- Hydraulic Toolbox
- Synthetic Unit Hydrograph
- Terramodel, Vistro, TransCAD
- Google Earth Pro and Sketchup
- BlueBeam, Adobe Suite
- Microsoft Office and Office 365
- Smartfile (FTP)

Section 7. Proposed Method to Accomplish the Work

Management Philosophy

WEBB understands the absolute need for strong project management. We recognize the critical issues associated with schedule, budget management, and communication. Communication and coordination between the engineering consultant and the City is paramount to each project. To guarantee continuous and effective communication, a project manager will be assigned to each project to serve as the primary point-of-contact to the City and a principal-in-charge will be monitoring the entire process. Our project manager makes it a priority to attend all meetings between the City and the project proponents during the project. This will ensure a constant and effective way of communication resulting in strong budget and schedule control.

Responsiveness and Proximity

Our project management and delivery approach has two major elements: (1) use an experienced project management team with detailed experience of the project area, clear understanding of the City's facilities and preferences, and clearly defined responsibilities and proven management tools to deliver this complex project that meets City's needs on budget and on schedule, and (2) have a detailed delivery plan that is understood and accepted by the City and the consultant team, with deliverables completed on schedule for timely decision making.

Management Responsibilities and Procedures

Bruce Davis, PE, will be the direct point-of-contact as the Principal-In-Charge for the City's contractual matters focusing on resolving any critical contract issues as soon as they are identified. Bruce will have the authority to commit firm resources and will support the project manager in managing the overall scope, schedule, and budget. Bruce's experience on large multi-disciplinary projects has trained them to look forward to identify and prevent potential delay-causing issues.

The project manager will be responsible for the day-to-day project and technical management which includes:

- Facilitating frequent and consistent communications with the City
- Implementing the overall delivery plan
- Managing the overall scope, schedule, and budget
- Implementing the QA/QC Program
- Overseeing the project controls staff for timely project management reports

Bruce will be responsible for facilitating final decisions by the City, coordination, management, communicating to the project team and the City project manager, preparing and reviewing design deliverables, and directing design support service disciplines and specialty subcontractors. WEBB's project manager will assist in presenting the technical work at meetings and documenting action items and decisions.

The Team QA/QC and Project Management Plan will facilitate successful project execution. Management tools, procedures, and a delivery plan are all contained in a comprehensive Project Methodology Plan that is prepared at the beginning of the project and is updated throughout the project. Having a comprehensive and detailed Project Management Plan is essential for delivering a major design project with an integrated team consisting of the City, multiple stakeholders, multiple disciplines, and many deliverables. City input into the plan will be essential to make certain it is an effective tool, adequately used, and meets your needs. An outline of the Project Management Plan and some initial comments and items to be included, in addition to our detailed Communication Plan, are as follows:

Kick-off Meeting - Initial Design Workshop

After project award and notice-to-proceed, our project team will conduct a Kick-off Meeting and Initial Design Workshop with all members of the project team and key City Staff. The workshop is structured to establish communication protocols for the project, as well as to identify critical success factors and processes, activities, and tasks that must be carried out

to achieve project goals. The workshop is an important step to ensure all parties are focused on the same project goals and help clarify the critical path issues, key outside stakeholders, milestones, and third-party approvals.

Scope Management

A detailed Work Breakdown Structure (WBS) is typically included in our fee budget proposal and will be utilized for the project duration with detailed tasks. With input from the City, the scope will be finalized and adopted for the overall project. During the execution of the project, the scope will be utilized as a baseline by our project manager, who will manage the scope and work product. If potential changes are identified as the project develops, our project manager will work with the City to clarify and approve any additional tasks necessary to complete the project.

Schedule Management

A preliminary schedule will be prepared, provided, and discussed. In collaboration with the City, the project schedule and milestones will be evaluated and then modifications will be made to set the final baseline schedule during the initial project kick-off process. The baseline schedule will be monitored and tracked by our project manager to maintain the project milestones and manage critical path items. A tracking schedule will be provided with monthly updates and all schedule variances identified. Actions required to correct schedule deviations will be developed and implemented by the team. The project schedule is an effective management tool when developed and maintained to guide the design team through the tasks required to successfully complete a project. WEBB uses Microsoft Project software to schedule and track project tasks.

Cost/Budget Management Plan

The proposed project budget will be prepared based on tasks required to successfully complete the project. Our project manager will track the final budget compared to the actual earned value, task completion, and cost-to-date and will identify any project cost variance monthly. Corrective actions will be taken to maintain the project budget. If changes to the scope and budget are deemed necessary, our project manager will work with the City to justify the need and clearly define the impacts.

Communication Plan and Management

Communication between all team members and the City is critical to its success. A key differentiator between our project team and our competitors is our physical location and our ability to meet with the clients and stakeholders quickly. We are committed to providing consistent communication by having required members of the project team available for all City meetings.

Issue Management/Risk Management

The tracking of project issues and management of risks is facilitated through a tracking log and available to the City and the project team. With issues being raised through email, phone calls, and meetings throughout the duration of the project, having a centralized document ensures project impacts are identified, logged, assigned, analyzed, acted upon, and addressed as part of the design process.

Quality Management Plan (QMP)

The quality control for this project will be embedded in every stage of the project development. Our QA/QC Program is designed to enhance the cooperation and synergy between the disciplines in-house, our design teams, sub-consultants, and the City. Our entire staff is part of the QA/QC Program and each plays a significant role in its implementation. As an underlying principle of our QA/QC Program, WEBB will utilize senior level staff to review work the product to utilize the experience and knowledge to each aspect of the project.

Our quality assurance begins with developing a close and continuous line of communication between the design team and the City. Our experience indicates good communication is a critical element to project success. Under our project protocol, we keep an organized directory of all project-related communication, meeting minutes and action items,

documents, images, data, and plan sets, which allows us to respond quickly to requests. We will seek the input of operations and engineering staff throughout the project development to ensure the project meets the needs of the City.

The proposed project schedule and work plan, developed by the project manager, will be evaluated by our internal peer review team. We recognize a comprehensive, realistic project schedule is critical to the decision-making process for the City. This schedule will include all interim milestones, reviews, third party reviews, and deliverables for the project.

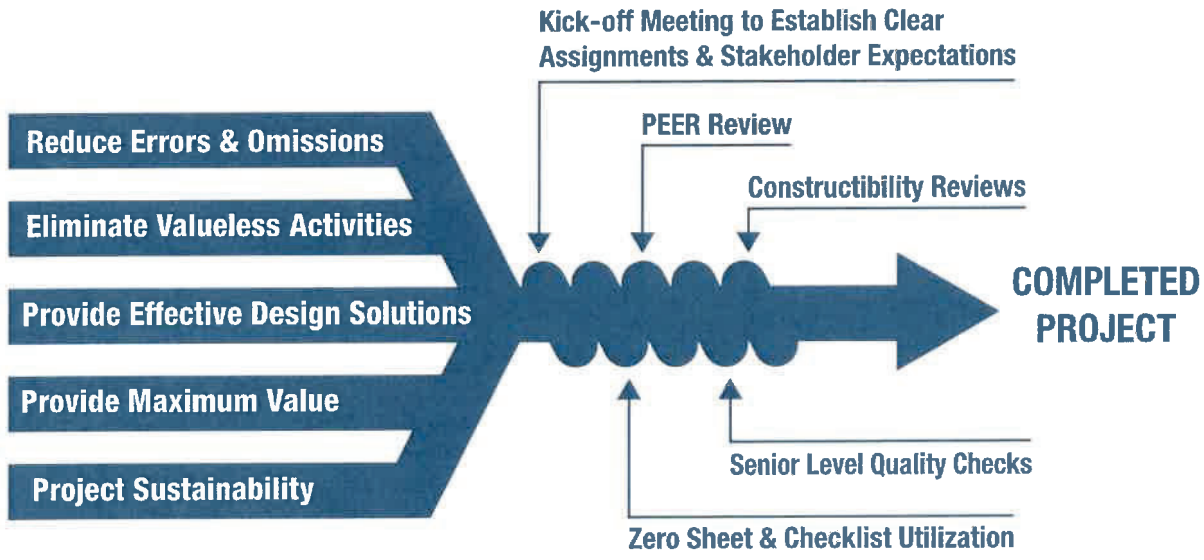
As part of the preliminary design and evaluation of project alternatives, the key project team members will meet and discuss the challenges of each of the proposed alternatives. By bringing these disciplines together early in the project, we can recommend the best project alternative and develop a list of critical design issues that need to be addressed as detailed design is implemented.

A key aspect of our Quality Control Program is the location of existing utilities. These must be confirmed in order to select the most cost-effective alignment. Our in-house utility coordination will acquire the alignments of the existing utilities from the utility companies and combine them for the initial conflict control maps. Our engineers will then walk each of the proposed alternatives and compare the mapped utilities to the site conditions to confirm the correlation between the mapping and the actual locations of bus stops, vaults, valves, catch basins, manholes, and overhead utilities. Potholing of utility crossings will be done to confirm x and y coordinates at each utility crossing so an accurate plan and profile can be designed.

After the preliminary design has been developed, the project will receive a comprehensive internal peer review prior to submittal and coordination with the City. This peer review will be utilized to ensure the preliminary design is clear, concise, comprehensive, and most importantly, meets the objectives of the City.

Brad Sackett, PE, will use his years of project management experience and will serve on the QA/QC Team. Brad has been responsible for the successful delivery of large-scale, multi million dollar water supply, and delivery projects for water agencies throughout the region. Brad will be the lead in performing quality control reviews for the projects. Brad has over 25 years of experience in the planning, design, and construction of various pipeline projects. **Davis Algranti, PE**, will also serve on the QA/QC Team as a technical advisor.

QA / QC PROCESS



Section 9. Insurance

WEBB can meet and provide the insurance requirements as outlined in the City's RFP. Below is a sample Certificate of Insurance (COI). Upon execution of contract, WEBB will provide a COI specific to the project.

ALBEAWE-01 RDEANDA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	CONTACT NAME: Kristie Koehrer PHONE (A/C, No, Ext): (951) 779-8558 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506	INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Lexington Insurance Company — 19437 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P-630-8W805292-TIL-23	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA-9T94622A-23-43-G	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP-9T948494-23-43	9/1/2023	9/1/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4J648178-23-43-G	9/1/2023	9/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			031711122	9/1/2023	9/1/2024	Ded $25k/EaClaim 2M	2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
For Insured's Purpose Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Section 10. Litigation

WEBB has identified herein all litigation and mediation regarding professional consulting services WEBB offers:

- Western Municipal Water District of Riverside County v. Albert A. Webb Associates, et al., San Bernardino Sup. Ct. Case No. CIVDS1718398 (Resolved)
- Canyon Lake Property Owners Association v. Hardy & Harper, Inc., et al., Riverside Sup. Ct. Case No. RIC1506750 (Resolved)

Section 11. Other Information

Previous Involvement with the City

WEBB has worked with the City on numerous water, wastewater, recycled water, and water supply assessment projects for over 27 years and has built a complete understanding of not only the City's infrastructure, but the City's needs. In addition, WEBB has provided similar services throughout Inland Southern California since 1945, during which WEBB has built an enormous understanding of the region as well as a reputation for being the go-to firm for various water infrastructure engineering needs, both small and large.

Conflicts of Interest

WEBB has no conflicts of interest in providing the services outlined in the RFP.

Section 12. Certification of Proposal

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

Appendix 1. Key Personnel Resumes



Bruce Davis, PE

Senior Vice President

Bruce Davis is a Senior Vice President WEBB. Bruce has been a full-time employee of WEBB since 1986. Bruce currently serves as Director of Water Resources. As Director, he oversees all water and wastewater projects performed by the firm. Since 2018, Bruce has taken the lead representing WEBB in matters involving engineering standard of care and risk management. Bruce is a registered civil engineer in the State of California.

Bruce has served as Principle-in-charge for well over one hundred regional infrastructure projects. His experience includes planning, design and support during construction of water, wastewater, drainage and transportation projects on behalf of clients including Jurupa Community Services District, Eastern Municipal Water District, Coachella Valley Water District, and cities of Corona, Murrieta, Rancho Mirage, Ontario, Grand Terrace, Rialto and Cathedral City. Project types include pipelines from 8-inch diameter up to 60-inch diameter, pumping ranging in size from one hundred gallons per minute to over 5,000 gallons per minute and storage facilities ranging in capacity from five hundred thousand gallons to over twenty million gallons, roadways, signals, storm drains and basins. Recent water industry projects include O'Ferrelll Street Booster Pump Station, Redlands/Hemlock Booster Pump Station, Longview and Watson Roads pipelines, Perris II Desalter pipeline and Markham 7.0-million-gallon storage tank.

Along with experience with regional infrastructure projects, Bruce has extensive knowledge and experience with survey, planning, entitlement, development (residential and commercial) and environmental services. His extensive experience translates to an understanding of all steps required to successfully complete a project efficiently and on schedule. Bruce has served as an expert witness in matters involving land use, entitlements and drainage.

Bruce is a member of and/or involved with American Public Works Association, American Water Works Association, Association of California Water Agencies and League of California Cities. He served several years as a Board member of CalWater PAC which is a political action committee advocating for issues important to California's water supply. Bruce serves as an excellent resource for his clients on current issues and trends in our region.

REGISTRATIONS:
Registered Civil Engineer
C 47200 (CA)

YEARS OF EXPERIENCE:
38 Years

PROPOSAL ROLE:
Project Manager

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION:
BS Civil Engineering, California State Polytechnic University, Pomona

AFFILIATIONS:
American Public Works Association (APWA)
American Water Works Association (AWWA)
California Water Political Action Committee (CalWater PAC)
Association of California Water Agencies (ACWA)
Coachella Valley Economic Partnership (CVEP)
League of California Cities



Jeff Hart, PE

Deputy Director, Water Resources

As Deputy Director of the Water Resources Department at WEBB, Jeff Hart uses his 25 years of experience in public works to support the execution of all water resources projects. He is also responsible for assigning project managers to each project and ensuring all project obligations are met with the highest standard. Jeff has previously managed and implemented over $800M of Capital Improvement Projects. He has split his years of experience working with both public and private sector clients; serving as City Engineer, Public Works Director, and Floodplain Manager for the public sector, and Director of Engineering and Deputy Director of Water Resources for the private sector. Jeff is well versed having acted as a representative across various committees, councils, and commissions.

Jeff has served as project manager, oversight, and implementation of several infrastructure projects including domestic water, wastewater, recycled water, drainage, transportation, and land development throughout Southern California and Nevada.

As a Principal Engineer for the Coachella Valley Water District he oversaw the initial Chromium-6 compliance study, ultimately heading to the largest public works construction project ever in the Coachella Valley ($400M). Recent water resource projects include the implementation of a $100M waste water treatment plant upgrade for the City of Beaumont, including the ability to produce recycled water via RO and the construction of a 22 mile brine line.

Along with experience in regional infrastructure projects, Jeff has extensive knowledge and experience with planning, entitlement, development (residential, commercial, and industrial), and capital improvement development and budgeting. His extensive experience translates to an understanding of all steps required to successfully complete a project efficiently and on schedule.

REGISTRATIONS

Registered Civil Engineer C 70910 (CA)
Registered Civil Engineer C 19069 (NV)

EDUCATION

BS, General Civil Engineering
California Polytechnic Institute, Pomona

CERTIFICATIONS/TRAINING

Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)



Bradley A. Sackett, PE

Senior Engineer

REGISTRATIONS
Registered Civil Engineer C 65862 (CA)

YEARS OF EXPERIENCE:
23 Years

PROPOSAL ROLE:
Technical Advisor

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION
BS, Chemical Engineering
Massachusetts Institute of Technology

AFFILIATIONS
American Water Works Association (AWWA)

Brad Sackett, PE, is a Senior Engineer and Project Manager with WEBB's Water Resources Department. Brad specializes in assisting major public agencies with a wide variety of water resource projects. Clients seek his expertise with pumping facilities, water pipeline design, gravity sewer main design, water and sewer system master plans, hydraulic modeling analysis, and sewer resource plans for Specific Plan Environmental Impact Reports (EIRs), among other projects.

Brad has been instrumental in assisting clients with in-house projects, while representing these agencies with their constituents as an on-site consultant. Throughout Brad's career he has been intricately involved in the design, management, and construction support of projects for such clients as Eastern Municipal Water District (EMWD), Western Municipal Water District (WMWD), and the cities of Riverside and St. Helena, to name a few.

His detailed approach ensures each project integrates flawlessly into master plan requirements from concept through construction. He specializes in operations take-over and integration of systems with a focus on cost effective and efficient transitions.

Recycled Water System Preliminary Design Report, Jurupa Community Services District (District) - Brad served as Assistant Project Manager for the WEBB Team that completed the Preliminary Design Report for the District's proposed recycled water system to convey recycled water from the WRCRWA's treatment plant to existing parks, schools, street landscaping throughout the City of Eastvale and connect to an existing system that serves some existing irrigation customers within Area B located in the City of Jurupa Valley.

The proposed system will serve recycled water for irrigation to various parks, schools and landscaped medians within the City of Eastvale. The pipelines will vary in size from 24-inch diameter for the largest transmission pipeline down to 8-inch diameter pipelines for the distribution pipelines, totaling approximately 54,900-LF This system will have the potential to serve nine parks, seven schools and approximately 19 median landscape meters. The proposed pump station will be located at the WRCRWA's wastewater treatment plant in Eastvale. As part of the recent upgrade at the plant, initial planning and preliminary design were completed for the future recycled water pump station for the District..

Redlands and Hemlock Booster Station, Eastern Municipal Water District (District) - WEBB provided preliminary and final design engineering services for the replacement of the District's 1,827 GPM Redlands and Hemlock (previously Ironwood) Booster Pumping Stations (BPS) with a new 3,000 GPM Redlands and Hemlock BPS located in the City of Moreno Valley. The existing, partially below-grade facility reached its useful life and was creating a variety of operational and maintenance challenges. The project consisted of preliminary design, facilities site analysis, property acquisition support, project management, survey, geotechnical study, electrical study and coordination, Southern California Edison (SCE) plan

of service, system hydraulic evaluation, CEQA support, operational control strategy, preparation of design contract documents (plans and specifications), cost estimates, and bidding assistance. The project also included the preparation of bid documents for the abandonment and demolition of the existing facility.

O'Ferrell Street Booster Station, Eastern Municipal Water District - Brad served as the Project Manager for the planning and design of this 1,000 gallon-per-minute potable water pump station which ultimately included two 500 gallons-per-minute vertical turbine pumps with a 500 gallons-per-minute standby pump. WEBB's services included site acquisition, metering, and design of reverse flow control valves, a masonry block building, and an emergency generator. Brad and the WEBB Team also assisted with site improvements including paving, a block wall and gates suction and discharge pipelines, an access road, and demolition of the existing booster station. WEBB also provided all environmental services for a complete Initial Study/Mitigated Negative Declaration.

Vista Ellis Improvement Project – Eastern Municipal Water District (District) - Brad served as Project Manager for the Vista Ellis Improvement Project which includes a 5,600 GPM booster pump station, a 5.63 MG steel tank, and over 23,000-LF of 18-inch and 24-inch diameter transmission pipeline connecting the facilities. WEBB was responsible for hydraulic modeling, site selection of the booster station and storage tank, preliminary design, CEQA analysis, and the final design of all phases. The proposed pipeline is located within the City of Menifee and the County of Riverside public right-of-way and an easement at RCFC&WCD Channel. The project allows the District to add storage to the 1,698-FT Pressure Zone and convey adequate water supplies to the 1,815-FT Pressure Zone to balance filling the Craig and Vista tanks to address water quality and hydraulic issues within the current system.

Hamner Trunk Sewer Project, Jurupa Community Services District (JCSD) - Brad served as the Project Manager for the Hamner Avenue Trunk Sewer Project. WEBB worked on the final design for a deep (24+ FT) 12-inch diameter gravity sewer main within the Hamner Avenue right-of-way from Celebration Drive to 1,400-FT south of 58th Street. The alignment of the proposed sewer main will parallel the proposed CDA product water pipeline in Hamner Avenue. The proposed sewer main is located within the City of Eastvale public right-of-way and a private easement. The project allows JCSD to convey existing domestic sewage to their regional trunk sewer facilities for treatment at the WRCRWA wastewater treatment facility, eliminating a connection to the SARI pipeline. The existing right-of-way is crowded with numerous existing utilities including the 42-inch diameter SARI pipeline, 60-inch storm drain, 30-inch JCSD potable water pipeline, 24-inch diameter Norco water pipeline, 16-inch diameter gas line, an abandoned sewer force main, two fiber optic cables, an Edison electric line, several other smaller dry utilities, and two traffic signals.

Hamner/Detroit Product Water Piepline, Chino Basin Desalter Authority - Brad served as the Project Manager for the Hamner Avenue Trunk Sewer Project. WEBB worked on the final design for a deep (24+ FT) 12-inch diameter gravity sewer main within the Hamner Avenue right-of-way from Celebration Drive to 1,400-FT south of 58th Street. The alignment of the proposed sewer main will parallel the proposed CDA product water pipeline in Hamner Avenue. The proposed sewer main is located within the City of Eastvale public right-of-way and a private easement. The project allows Jurupa Community Sewer District to convey existing domestic sewage to their regional trunk sewer facilities for treatment at the WRCRWA Wastewater Treatment Facility, eliminating a connection to the SARI pipeline. The existing right-of-way is crowded with numerous existing utilities including the 42-inch diameter SARI pipeline, 60-inch storm drain, 30-inch JCSD potable water pipeline, 24-inch diameter Norco water pipeline, 16-inch diameter gas line, an abandoned sewer force main, two fiber optic cables, an Edison electric line, several other smaller dry utilities, and two traffic signals.



Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM

Water Resources Practice Leader

Joseph Caldwell, PE, is the Practice Leader of WEBB's Water Resources Department. Joseph focuses on the development of master drainage plans, the design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. A Certified Professional in Erosion and Sediment Control and Storm Water Quality, Joseph is a specialist in water quality and environmental compliance and an expert in hydrology and hydraulics.

Joseph's experience includes the design of regional flood control basins, a flood control levee, master drainage plans, and the design and construction of several miles of backbone drainage infrastructure. He has also hydrologically and hydraulically modeled the San Jacinto River from Railroad Canyon to the existing Army Corps levee in the City of San Jacinto. Joseph's extensive knowledge of local agencies' design standards and procedures, and effective working relationships with agency staff, enable him to expedite projects through completion.

REGISTRATIONS
Registered Civil Engineer C 67239 (CA)
Certified Professional in Erosion and Sediment Control (CPESC) 5311
Certified Professional in Stormwater Quality (CPSWQ) 544

YEARS OF EXPERIENCE:
21 Years

PROPOSAL ROLE:
Municipal Engineering Planning

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION
MS, Civil Engineering
Brigham Young University
BS, Civil Engineering
Brigham Young University

CERTIFICATIONS
Qualified SWPPP Developer (QSD) 00076
Qualified SWPPP Practitioner (QSP) 00076
Association of State Floodplain Manager, Inc. (ASFPM)
Certified Floodplain Manager (CFM)

AFFILIATIONS
American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)
California Storm Water Quality Association (CASQA)
Floodplain Management Association (FMA)

Heacock Channel Design Project, March Joint Powers Authority - Joseph served as the Project Manager for Phase 3 of the Heacock Channel Design Project for the March Joint Powers Authority. The project included the preparation of final improvement plans, traffic control plans, and a hydrology and hydraulic report for approximately 3,600-LF of the channel. The project extends from Lateral A of the Perris Valley Storm Drain north along Heacock Avenue to the southern end of an existing land fill. WEBB's services also included project management and coordination throughout the duration of the project including attendance at project design team meetings, quality control services, and all other processing of improvement for necessary project approvals.

Hemet MDP Line C, Stage 4, County of Riverside Flood Control and Water Conservation District - Joseph was the Project Manager for the Hemet MDP Line C, Stage 4 Project. The extension of the Hemet MDP Line C was an important component to provide surface flooding relief and flood protection of a predominately developed portion of the City of Hemet. The extension of the Hemet MDP Line C was an important component to provide surface flooding relief and flood protection of a predominately developed portion of the City of Hemet. This segment of the Master Plan Facility represents the middle one third of the entire Line C System. The critical component of this project was implementing a master planned facility in a highly urbanized area of the City extremely constrained by multiple utilities. WEBB completed a Preliminary Design Report that outlined the most feasible alignment for this facility. WEBB is currently preparing final design plans and specifications for this backbone drainage facility.

Wildwood Creek Basin, City of Yucaipa (City) - Joseph served as the Project Manager for design of a multi-purpose watershed basin in Wildwood Creek in the City of Yucaipa. WEBB provided engineering services that accommodated the critical needs of the City. This project is located in the middle of a major watercourse. The watershed tributary

to the project is over 4,000 acres and the creek is designated on the Flood Insurance Rate Map by FEMA. The City's goal was to reduce the peak flow utilizing a series of detention basins that in turn will reduce peak flow rates downstream and reduce the burden on those downstream facilities. This reduction in peak flow rates was accomplished through the removal of sediment/debris load and the attenuation of peak flooding through the use of the proposed basins. In addition to providing flood control benefits, this project also provided certain environmental and water quality benefits. To do this, the flood control facilities were developed in such a manner so the construction preserves riparian vegetation, where possible, and implements other measures for environmental and water quality impacts. In order to accomplish this, WEBB reviewed the conceptual design and provided a more precise analysis of the level of flood control protection the basins will provide. WEBB also prepared detailed hydrologic, hydraulic, and sediment transport models to determine the peak runoff rates, flood volume, and debris load.

North Indio Regional Flood Control Channel Project, Coachella Valley Water District (CVWD) - Joseph is the Technical Lead for the North Indio Regional Flood Control Channel Project which is a key component of the CVWD flood protection mission in the Coachella Valley. The project will complete the link between existing flood control facilities in the north Indio area, providing increased flood protection for the region. The project consists of over three miles of concrete lined trapezoidal and rectangular channels, including numerous culvert crossings of existing and future streets. To date, WEBB has prepared the hydraulic analysis, preliminary design, and environmental documentation for the project. WEBB is currently in the process of preparing the final design plans, specifications, and estimates. WEBB is also responsible for preparing the CLOMR and providing public outreach and right-of-way acquisition services.

University Wash Channel, Riverside County Flood Control & Water Conservation District - Joseph was Technical Lead for the University Wash Storm Drain Project including the planning, analysis, and design of a large diameter master plan storm drain that connects existing upstream and downstream facilities together. This project was unique in that the 2,450 LF - 90-inch RCP required for this project had to be designed to maneuver its way through a developed industrial corridor of the City. Key to this project was the coordination with local businesses to ensure construction of the storm drain minimized impacts to business operations.

San Jacinto River Stage 3 Master Drainage Plan, Riverside County Flood Control & Water Conservation District (District) - Joseph served as Project Manager for the WEBB Team responsible for reviewing the current hydrological model, analyzing potential alternative models, and working with the District to decide the best option based for the current Master Drainage Plan. This project consisted of preparation of conceptual drawings for the Master Plan addressing all key elements such as floodplain management, flood control features, environmental preservation, development opportunities, effects on regional infrastructure, right-of-way requirements, and order of magnitude cost. WEBB worked directly with the District to prepare the planning study, coordinated with all stakeholders, and presented all findings to the Advisory Board with recommendations for the next steps (i.e., MSHCP compliance, CEQA strategy, land development constraints, and floodplain management). WEBB is currently working on the final MDP and EIR for the District.

Bedford Wash Channel, Riverside County Flood Control and Water Conservation District - Joseph is the Project Manager for the Bedford Wash Channel upstream on the McMillan Property. Services provided included finalizing the 30% design, preparation of all necessary studies, and designs for the final construction drawings, preparation and processing of the Cooperative Agreement and Agency approvals as well as providing on-going coordination with the overall project team during the design of the overall project and with the environmental consultant to assist with obtaining any regulatory permits associated with the channel construction. WEBB provided three iterations of channel design from the point the project was secured, when it was a completely lined concrete channel. Through WEBB's recommendation, the project stakeholders strategically selected to move toward transitioning the channel to a soft bottom.



Shane Bloomfield, PE

Senior Engineer

Shane Bloomfield, PE, is a Senior Engineer with WEBB's Water Resources Department. Shane specializes in the design of public works projects consisting of major pumping plants, groundwater pumping wells, sewer collection system design, wet well rehabilitation, water distribution system design, wastewater treatment plant design, and hydraulic system modeling using various computer models. He has engineering design responsibilities for several projects for public works agency clients including the City of Ontario, City of Riverside, Jurupa Community Services District, Eastern Municipal Water District, and Crestline-Lake Arrowhead Water Agency.

REGISTRATIONS
Registered Civil Engineer C 77435 (CA)

YEARS OF EXPERIENCE:
21 Years

PROPOSAL ROLE:
Municipal Engineering Design

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION
BS, Geology/Hydrology'
Brigham Young University
MS, Environmental Science & Engineering
Colorado School of Mines

AFFILIATIONS
National Groundwater Association (NGWA)

Recycled Water System Preliminary Design Report, Jurupa Community Services District (District) - Shane served as Project Manager for the WEBB Team that completed the Preliminary Design Report for the District's proposed recycled water system to convey recycled water from the WRCRWA's treatment plant to existing parks, schools, street landscaping throughout the City of Eastvale and connect to an existing system that serves some existing irrigation customers within Area B located in the City of Jurupa Valley.

The proposed system will serve recycled water for irrigation to various parks, schools, and landscaped medians within the City of Eastvale. The pipelines will vary in size from 24-inch diameter for the largest transmission pipeline down to 8-inch diameter pipelines for the distribution pipelines, totaling approximately 54,900-LF. This system will have the potential to serve nine parks, seven schools, and approximately 19 median landscape meters. The proposed pump station will be located at the WRCRWA's wastewater treatment plant in Eastvale. As part of the recent upgrade at the plant, initial planning and preliminary design were completed for the future recycled water pump station for the District.

WRCWRA Wastewater Treatment Plant, Western Riverside County Regional Wastewater Authority - Shane served as Project Engineer for the WEBB Team that designed the 14 MGD plant expansion. The expansion project included evaluating alternatives to provide additional flow and biological capacity while reducing the overall cost of treatment. WEBB's design includes primary, secondary, and tertiary treatment along with disinfection and solids handling. Working with the member agencies, cost effective alternatives are being selected and refined to make this project affordable to build while reducing the cost of treatment. The project also includes chemical storage and pumping.

WWTP Expansion and Salt Mitigation Project, City of Beaumont (City) - Shane serves as the Civil Designer for the City's WWTP Expansion. The existing WWTP needs to be expanded and upgraded. The WWTP is currently treating over 75% of its permitted capacity and therefore must begin the expansion process. Per the new Regional Water Quality Control Board's updated Basin Plan, the City must begin reducing TDS being discharged from the plant. The City completed a feasibility study to identify the best way to expand and upgrade the plant.

Shane Bloomfield, PE

Senior Engineer

Beaumont WWTP Expansion/Upgrade Preliminary Design, City of Beaumont (City) - Shane served as WWTP Expansion/Upgrade Civil Engineer on the WEBB Team that prepared the project feasibility study, which analyzed two different options. The first was the Beaumont option which expands and upgrades treatment at the City's WWTP. For this option three different WWTP configurations were evaluated. In addition, options were explored to dispose of waste brine from the advanced treatment system. The second option was to consolidate treatment with YVWD and deliver all wastewater flow there. For each option, detailed cost estimates were developed taking into account capital cost and O&M costs. In the end the City Council selected the Beaumont option. The preliminary design includes the preparation of 20%-30% plans for both the WWTP expansion as well as a 23-mile brine disposal pipeline connecting to the IEBL in San Bernardino.

City of Riverside WQCP Expansion, Camp Dresser & McKee (CDM) – Shane was the Project Engineer for the civil design of this $220 million wastewater plant expansion project. WEBB's scope of work included survey, mapping, existing utility identification, utility master plan, site grading, yard piping, demolition, drainage improvements, and landscaping.

The Riverside Regional Water Quality Control Plant (RWQCP) currently serves nearly 300,000 residents in the City of Riverside and several neighboring communities. As part of its Riverside Renaissance Program, the City of Riverside embarked on the Riverside RWQCP Expansion, Upgrade, and Replacement Project in order to meet the projected 2025 flows to accommodate capacity requirements, fulfill regulatory discharge requirements to protect the Santa Ana River, and increase production of reclaimed water to augment Riverside's non-potable demand with recycled water. The expansion project includes replacing 20 million gallons per day (MGD) of existing capacity with 26 MGD of new capacity. The improvements also include new solids processing facilities.

Well Design & Equipping Well Nos. 27 & 28, Jurupa Community Services District - Shane served as Project Manager on the well design & equipping of these wells. His responsibilities included pump (4,500 GPM to 4,000 GPM) and motor sizing (800 hp), emergency generator sizing, on-site chlorine generation system sizing, preparation of all civil, mechanical, and coordination of the electrical and architectural drawings, preparation of bid documents, and technical specifications. Shane will be in charge of construction management during the equipping phase of the project and his responsibilities will include reviewing contractor's submittals, coordinating the project with the contractor on behalf of the client, review and preparation of partial payments and change orders, and responses to the contractor's questions regarding the project.

On-Site Chlorine Generation System Conversion, City of Ontario Municipal Utilities Company - This project included the conversion of 13 existing water well sites from chlorine gas to on-site chlorine generation (OSCG). Shane performed the design of each OSCG system, chemical metering pump sizing, preparation of all civil and mechanical drawings, and preparation of technical specifications and bid documents. Shane was in charge of construction management for the project, providing general project management activities, start-up, and testing services.

H-Street Booster Station, Golden State Water Company - Shane served as Project Manager overseeing the design of the H-Street Booster Station in Barstow. The station design included two 400 GPM vertical turbine pumping units with room for two future pumping units, suction/discharge piping, block booster station building design, and SCADA/electrical design. WEBB was in charge of the preparation of all civil and mechanical drawings, structural drawings, coordination of the electrical drawings, and preparation of bid documents and technical specifications. Design of the booster station was completed in February 2018.



Eric Hays, PE

Senior Engineer

Eric Hays, PE, is a Senior Engineer with WEBB's Water Resources Department. Eric has years of diverse engineering experience with deep knowledge in the fields of hydrology, hydraulics, and drainage design. His experience includes the preparation of preliminary design reports, alternative analysis studies, canal design plans for flood control infrastructure projects, and storm drain system designs for residential, commercial, industrial, and public agency projects.

In addition to Eric's extensive experience with drainage project design, he offers clients strong civil site development and public project background. His experience includes development of site grading plans, street improvements plans, sewer plans, bike trail plans, Water Quality Management Plans, Stormwater Pollution Prevention Plans, and railroad grade crossing improvement plans. His expertise also includes survey, construction staking, construction observation, and support.

REGISTRATIONS
Registered Civil Engineer C 73614 (CA)

EDUCATION
BS, Civil Engineering
California State Polytechnic University, Pomona

AFFILIATIONS
American Society of Civil Engineers (ASCE)

University Wash Final Design, Riverside Flood Control & Water Conservation District - Eric served as project engineer for the project. The University Wash Storm Drain Project included the planning, analysis, and design of a large diameter master plan storm drain that connects existing upstream and downstream facilities together. This project was unique in that the 2,450 LF, 90-inch RCP required for this project had to be designed to maneuver its way through a developed industrial corridor of the City. Key to this project was the coordination with local businesses to ensure construction of the storm drain minimized impacts to business operations.

Cole Avenue Storm Drain Improvements, City of Riverside - Public Works Department - The Cole Avenue Storm Drain Improvements between Lurin Avenue and Krameria Avenue conveyed runoff from the surrounding residential developments and discharged to a new outlet structure eliminating continual nuisance drainage problems as well as eliminating flooding problems associated with the intersection flooding that occurs during most storm events. The project watershed is developed residential home sites. There were no storm drain systems except along Lurin Avenue. The watershed area was subject to surface runoff within street right-of-way. The area was also subject to nuisance runoff associated with landscape irrigation on a frequent basis. WEBB designed 2,500-FT of storm drain improvements that reduced nuisance flows in the tract and in the roadside channel on the south side of Lurin Avenue to meet the future needs of the area. The alignment WEBB selected discharges runoff into the existing drainage feature 350-FT west of the intersection of Cole Avenue and Lurin Avenue via an impact energy dissipater structure to reduce the construction footprint within the existing right-of-way. This minimized the need for additional right-of-way and reduced the impact to existing vegetation. The system was designed so to easily connect to the future drainage system in Cole Avenue.



REGISTRATIONS
Registered Civil Engineer C 60156 (CA)

YEARS OF EXPERIENCE:
34 Years

PROPOSAL ROLE:
Municipal Engineering Design

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION
BS, Civil Engineering
Tsinghua University, China
MS, Civil Engineering
University of Southern California

AFFILIATIONS
American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)

Siming Zhang, PE

Senior Engineer

Siming Zhang, PE, is a Senior Engineer with WEBB's Water Resources Department. Siming assists clients in managing and designing a wide array of public works projects including water storage reservoirs, water transmission pipelines and booster stations, major trunk sewer mains, sewer collection pipelines and sewer lift stations, and water booster stations.

As a Project Manager who leads a team of engineers and designers, Siming has been a key advisor on many important matters that help determine the success of land developments including master drainage plans, hydrology/hydraulic studies, storm drain designs, Conditional Letters of Map Revision (CLOMR), and Letters of Map Revision (LOMR). Clients depend on Siming's ability to fulfill a broad range of project goals including assistance with engineering design, bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, and coordination with government agencies to secure approvals and permits.

Siming's responsibilities entail engineering design, assistance during bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, and coordination with various government agencies to obtain the applicable approvals and permits. His contract administration responsibilities included review of bid proposals, contractor submittal drawings, inspection reports, and process requests for information, requests for change order, and periodic site visits to monitor construction.

Among his contract administration responsibilities, Siming has reviewed bid proposals, contractor submittal drawings, and inspection reports. He also processes requests for information, coordinates change order requests, partial pay estimates, weekly working statements and notices of completion, and makes periodic site visits to monitor construction.

Capital Improvement Waterline Replacement Program, City of Ontario (City)
Siming served as the Project Manager in the design and construction of the City's capital improvement programs. As the Project Manager, Siming was fully involved in updating Ontario's local waterline distribution systems throughout the City. The project included 4,300-LF of 12-inch diameter pipelines and 5,000-LF of 16-inch diameter pipelines. Siming managed utility research, local and state agency coordination, and coordination with utility agencies within the project limits. After successful completion of the FY 2013-14, FY 2014-15, 8,460-LF of 8-inch pipeline, Siming served as the Project Manager with similar tasks to the City's infrastructure updates for the 2015-16.

Siming Zhang, PE

Senior Engineer

Waterline Replacement, Jurupa Community Services District (District) - Siming served as the Project Manager for the replacement of several water mains to better serve customers of the District. He handled a wide range of work on the projects including alignment and topographical land surveys, base mapping, utility research coordination, field verification, engineer's estimates and bidding documentations, and coordination with local agencies. He also helped the WEBB Team provide a construction survey.

Area B Non-Potable Waterline, Jurupa Community Services District (District) - Siming served as Project Manager for this project that expands the District's use of non-potable water for irrigation purposes to offset the District's need for potable water. The District considered several possible non-potable water sources. This project consisted of the construction of approximately 12,000-LF of 10-inch diameter and 16-inch diameter transmission pipeline in Bellegrave Avenue between Hamner Avenue and Etiwanda Avenue. This pipe is part of the backbone transmission pipeline system in addition to other components.

870 PZ Water Transmission Pipeline, Jurupa Community Services District (District) - Siming serves as the Project Manager for a series of pipeline improvements to increase efficiency for customers of the District. The project, in the City of Jurupa Valley in northwestern Riverside County, includes the construction of two groundwater wells, ancillary equipment, and approximately 12,800-LF of potable water transmission pipelines which will connect to the District's 870-FT Pressure Zone and 2,100-LF storm drain pipeline. WEBB's services include determining horizontal control for the proposed alignment, preparing a survey control map, locating and detailing existing storm drain structures, determining the location of field potholes, and preparing design plans and profile drawings.

Grace Street (D to H Avenue) Pipeline Project, Golden State Water Company - Siming serves as the Project Manager for this project, consisting of replacing approximately 2,700-LF of 12-inch diameter steel pipeline. This project consists of coordination with the Barstow Unified School District on possible future development and approval of the proposed pipeline, obtaining preliminary title reports of the parcel, field survey and establishing parcel boundary line, CEQA documentation and compliance, and legal description/plat and land acquisition for easement.

Royal Avenue Pipeline Replacement, Golden State Water Company - Siming served as the Project Manager for this project, consisting of replacing approximately 200-LF of 8-inch diameter steel pipeline. The replaced pipeline runs across the Royal Avenue Bridge with hangers, steel saddles, plates and rods.

IVDA 24-inch Diameter Transmission Main, City of San Bernardino Municipal Water Department (SBMWD) - Siming served as the Project Manager for the WEBB Team that provided preliminary design engineering, alignment option evaluation, final design plans, and specifications for SBMWD's project consisting of approximately 14,000-LF of 24-inch diameter Ductile Iron Pipe (DIP) to connect Point "A" and Point "B" of the Intermediate Zone Inland Valley Development Agency (IVDA) and includes an 18-inch diameter pipeline crossing the Twin Creek freeway bridge at 9th Avenue.

30-inch & 18-inch Water Main Improvements, Ontario Municipal Utilities Company - Siming is serving as a Project Engineer and Construction Manager for this project which includes designing two water capital improvement projects for the Ontario Municipal Utilities Company. The first involves the design of 6,800-LF of 30-inch diameter transmission main from the 20 MG Reservoir (1212 Pressure Zone) on Eighth Street in the City of Upland and south on San Antonio Avenue to Fourth Street. The second project involves the design of 7,500-LF of 18-inch diameter distribution main in Fourth Street from Elderberry Avenue to Euclid Avenue. The key challenge for both of these projects is to select an alignment that avoids both existing utilities, maintains access to the residents in the area and includes an 18-inch diameter pipeline crossing the I-10 freeway bridge.



REGISTRATIONS
Registered Civil Engineer C 68607 (CA)

YEARS OF EXPERIENCE:
21 Years

PROPOSAL ROLE:
Municipal Engineering Design

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION
BS, Civil Engineering
University at Buffalo,
State University of New York

Sinnaro Yos, PE

Senior Engineer

Sinnaro Yos, PE, is a Senior Engineer with WEBB's Water Resources Department. Sinnaro offers clients extensive experience managing the design and construction of a wide range of public works projects that enhance water quality and supply including water and wastewater systems, water reclamation, and water and wastewater treatment.

Sinnaro's responsibilities include master plan reports for water and wastewater systems, water and sewer pipeline sizing and hydraulic analysis, alignment analysis, and pipe thickness design. He also focuses on water booster stations, sewer lift stations and deep well drilling and equipping design, utilities coordination and permitting through agencies, preparation of bid documents, and engineering cost estimates.

Clients also depend on Sinnaro's wide-ranging construction management experience during construction of projects. He provides construction schedule analysis and control, schedules survey activities and specialized inspection efforts, and resolves field conflicts and issues. He also assists with processing submittals, RFIs, progress payments and change requests, conducts progress meetings, disseminates meeting minutes, communicates with the project inspector, contractor and owner, and provides for closeout of contracts. This includes conducting the final walk-through and generating a punch list, performing a final review of retention payments, and processing as-builts and O&M manuals. In addition, Sinnaro has provided technical memorandums as well as water and sewer master plan reports for projects which have been built and are operating successfully.

Annual Sewer Improvement Project, Edgemont Community Services District (District) - Sinnaro served as Project Engineer for a study designed to improve water quality in the City of Moreno Valley's Edgemont neighborhood. He performed water quality analysis and coordinated water quality sampling for the area's water system. He also developed the water quality section of the Edgemont Water Master Plan Update. The project included the preparation of master wastewater plans for the District, as well as creation of a hydraulic computer model, development of projected wastewater generation of various regions of the District, and determination sewer main sizing and alignment.

Well Drilling, Design, and Equipping of Wells 27 & 28, Jurupa Community Services District (JCSD) - Sinnaro served as a project engineer for this project. The WEBB Team provided the engineering and hydrogeology services to provide JCSD with two new groundwater wells to serve the District's water system and aquifer storage and recovery (ASR) capabilities. WEBB performed the site selection evaluation for these well sites based on both hydrogeologic and engineering parameters. The WEBB team prepared the drilling specifications and Geoscience provided inspection services during the well drilling of these wells.

Sinnaro Yos, PE

Senior Engineer

Wells 22, 23, and 25, Jurupa Community Services District (JCSD) - Sinnaro served as a Project Engineer for the JCSD Well Nos. 22, 23 and 25 Project. The WEBB Team provided the engineering and hydrogeology services to provide JCSD with three new groundwater wells to serve the District's water system. WEBB performed the site selection evaluation for these well sites based on both hydrogeologic and engineering parameters. For Well No. 25, we provided legal and plats for the District to purchase land and obtain easements. The WEBB Team prepared the drilling specifications and Geoscience provided inspection services during the well drilling of these wells. WEBB provided input on Geoscience's recommendations for casing and screen design, filter pack design, and pump setting. Geoscience's recommendations were incorporated into our well equipping design plans and specifications.

WEBB and our subconsultants provided JCSD with complete civil, mechanical, and electrical design plans and specifications for the public bid process. Well No. 22 (3,000 gpm), Well No. 23 (3,000 gpm) and Well No. 25 (4,000 gpm) are being equipped with 500 hp, 500 hp, and 600 hp electric motors, respectively. For Wells 22 and 23, the long lead time items such as the deep well pump and motor and the motor control center was pre-purchased. We prepared specifications for the District to pre-purchase the equipment. These wells will also be equipped with standby diesel generators. WEBB is currently providing construction management and inspection services, maintaining constant communication with the District to resolve issues that developed during the equipping phase of the project.

Site Improvements for Wells 6, 14, and 15, Jurupa Community Sevices District - Sinnaro served as the Project Engineer and was in charge of design, analysis, and construction coordination of the 1,800 GPM, one vertical turbine deep well pump and motor, genset, site work, and grading. This project was retro-fit and re-equipping of an existing well facility including the removal and demolition of metal building, natural gas engine, and other existing on-site facilities. The WEBB Team provided the engineering design services to provide CDA for the retro-fit, and re-equipping of this well to serve and enhance CDA's water system. WEBB performed the site survey and evaluation of the existing equipment for this well facility for use of existing items to salvage, reuse, and per engineering parameters. WEBB performed design plans and specifications for the demo, retro-fit, and re-equipping of the Well 6 facility. WEBB provided construction phase services including construction management, surveying, and inspection, and assisted in the start-up and testing.

Chino I Desalter and Chino II Desalter Projects, Chino Basin Desalter Authority - Sinnaro served as the Project Engineer on these projects. The expansion of the Chino I Desalter included the addition of three raw water production wells and 6,000 LF of 16-inch diameter raw water feed pipeline, addition of 4.9 MGD ion exchange capacity, product water pump station expansion and other ancillary improvements, 15,000 LF of 16-inch to 24-inch diameters of product water pipeline, and pump stations to the Cities of Chino Hills and Ontario. The Chino II Desalter included the treatment plant facility, product water pump station, nine raw water wells, 15,000 LF of brine discharge pipeline, 27,250 LF of 12-inch to 30-inch of raw water feed pipeline, 9,000 LF of 12-inch diameter of product water pipeline to the City of Ontario and Santa Ana River Water Company, pump station, and turnout connections to the City of Ontario.

Chino Creek Well Fields I and II - Raw Water Intertie Pipeline, Chino Basin Desalter Authority - Sinnaro served as a Project Engineer for the design of pipeline to connect several Chino Basin Desalter Authority (CDA) wells to the Chino II raw water pipeline and help transfer water in both directions between the Chino I and Chino II systems via a new raw water intertie pump station. WEBB provided design engineering, surveying, bidding, and construction support services for the project, which included about 14,800-LF of 24-inch CML&C steel pipeline.



REGISTRATIONS
Registered Civil Engineer C 79743 (CA)

YEARS OF EXPERIENCE:
21 Years

PROPOSAL ROLE:
Municipal Engineering Planning

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION
BS, Civil Engineering
Brigham Young University
AS, General Studies
Ricks College

CERTIFICATIONS
Sewer CAD Master Modeler
Water Distribution Modeling

AFFILIATIONS
American Society of Civil Engineers (ASCE)

Kristopher A. Danielson, PE

Senior Engineer

Kristopher (Kris) Danielson, PE, is a Senior Engineer with WEBB's Water Resources Department. Kris specializes in hydraulic analysis, sewer system master planning, field inspection, and construction management. His responsibilities include the planning and design of public works facilities, fluid system modeling, and report preparation.

Master Sewer Plan, Jurupa Community Services District (District) - Kris assisted in the final preparations of the Master Sewer Plan for the District. This report encompassed approximately 16,000 acres. The scope of the report included among other things, population projections, establishing analysis criteria, projection of wastewater flows, modeling and analyzing existing and ultimate facilities, capital improvement projects summary, cost estimates, and recommendations.

Consultant Engineer, Golden State Water Company (GSWC) - Kris worked under contract for 18 months in 2013/2014 and six months in 2008 as a full time Project Engineering Consultant as part of the Capital Program Management team in the Ontario office of GSWC. His responsibilities included working for the Capital Program Manager overseeing the construction of multiple projects in the Mountain Desert, Orange County, and Foothill Districts, preparing contract documents for bidding, managing budgets and schedules, construction inspection, pipeline/water facility design, permit acquisition, and conducting meetings with staff members and contractors.

Fire Flow Test and Hydraulic Modeling Consultant Engineer, Eastern Municipal Water District (District) - Kris served as Project Manager leading the WEBB Team, who worked closely with the Development Service Department, to prepare over 140 fire flow tests which included two-hour, four-hour, and hydraulic boundary condition tests. Kris worked with developers providing hydraulic analysis at the District's office where he worked with the District's water model on behalf of the developers to expedite the analysis and review process. The District provided him access to a computer, a portion of their server, and their as-built plans. This allowed him access to multiple departments to get quick answers.

Master Sewer Plan, Mission Springs Water District - Kris assisted in the preparation of the Master Sewer Plan of over 32,000 acres (including the City of Desert Hot Springs and North Palm Springs). He conducted the hydraulic analyses by modeling both the existing and ultimate system. The report analyzed population, environmental and engineering constraints, land utilization, exiting and protected water and wastewater characteristic, waste discharge and treatment requirements, projected wastewater flow criteria, facility design criteria, alternatives, existing facilities, and the proposed system.



Dilesh Sheth, PE, TE

Senior Vice President

REGISTRATIONS

Registered Civil Engineer C 65078 (CA)
Registered Civil Engineer C 14934 (NM)
Registered Traffic Engineer TE 2112 (CA)

EDUCATION

BS, Civil Engineering
University of Saurastra Rajkot, India

AFFILIATIONS

American Public Works Association (APWA), Coachella Valley

Institute of Transportation Engineering (ITE) Riverside and San Bernardino Counties

Dilesh Sheth, PE, TE, is a Senior Vice President with WEBB and is Director of the Traffic & Transportation Department. Dilesh assists public and private clients with sophisticated civil works projects. Clients benefit from his expertise in presenting project findings and recommendations to elected officials, municipal commissions, community groups, and the general public.

Dilesh has coordinated projects with Caltrans and numerous counties, cities, flood control districts, utility companies, residential, and business owners throughout Inland Southern California. This experience enables him to help clients realize a wide range of project goals and comply with varied requirements. He balances the needs of the community with the needs of local jurisdictions to bring positive solutions to difficult situations and projects. Dilesh's technical experience includes highway design, intersection and interchange improvements, street widening, alignment studies, and geometrics' drawings. His recent projects include a diverse range of roadway design, freeway ramp improvements, residential development street design, traffic signal design, traffic control plans, signing & striping plans, and pedestrian and bike facilities. He has also handled site access evaluation, intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, parking studies, parking demand analysis, transportation demand management plans, focused site specific traffic studies, and area-wide circulation studies.

Dilesh is currently serving as the Program Manager for the on-call traffic engineering services for the cities of Palm Springs, Cathedral City, Lake Elsinore, and Grand Terrace, and the County of Riverside. Through his efforts, Dilesh has been able to raise over $24.3 million in funds from HISP and CVAG for these cities and their numerous projects. A large majority of these projects were completed without any matching funds needed from the City.

The Civic Center Storm Drain (SD2201) and Oasis Street Beautification (ST2303), City of Indio - Dilesh Sheth served as the Program Manager for the City of Indio's Master Drainage Plan project undertaken by Albert A. Webb Associates (WEBB). In this capacity, he played a crucial role in overseeing the planning and execution of the project aimed at addressing consistent flooding problems in identified areas.

WEBB successfully assisted the City in securing a $4.1 million Urban Flood Protection Grant from the State of California. The project involved the preparation of detailed Plans, Specifications, and estimates, with a focus on constructing essential infrastructure such as storm drains, curb extensions, curb ramps, and rain gardens along key streets, including Oasis Street, Requa Avenue, Smurr Street, and Jackson Street.

As the project progressed, additional elements were incorporated into the scope of services, resulting in more than doubling the construction cost. Despite these challenges, Dilesh Sheth, along with the WEBB team, demonstrated exceptional dedication and efficiency. The late design phase witnessed a significant expansion of the project's scope, yet WEBB managed to complete the Plans, Specifications, and Estimates (PS&E) with additional in-house resources. The original project schedule aimed for the bidding process to commence by the end of August 2023. Even with the increased scope of work, WEBB achieved the milestone of going out to bid in November 2023, showcasing effective project management in meeting deadlines.

PLC North – Offsite Infrastructure Project – City of Perris IDI Logistics - Dilesh served as the Program Manager for this project. WEBB was tasked to improve approximately four (4) miles of roadway and drainage improvements, including a bridge, three railroad crossings, interchange improvements, traffic signal, bicycle lanes, and trail improvements with construction cost of over $50 million. The PLC North project was conditioned to construct part of the infrastructure prior to the occupancy permit in November 2023. WEBB was able to prepare plans, provide bidding support and construction management to complete improvements before the occupancy permit.

Arts and Music Line, Coachella Valley Association of Governments – Dilesh is serving as Project Manager for this project. WEBB is currently working with CVAG on the Arts and Music Line Project. The Project will provide about 15 miles of new and improved bikeways through La Quinta, Indio, and Coachella, a portion of unincorporated Riverside County and tribal lands. The project includes nine miles of protected Class I and Class IV bicycle facilities, which separate bicycles and golf carts from motor vehicle traffic, and more than six miles of Class II traditional bike lanes and Class III shared. The project's design will incorporate light and sound, providing pedestrians and cyclists safe access to the music and art festivals at the Empire Polo Grounds. The project also includes partnerships with two school districts and Golden Voice, as the route provides an opportunity to feature students' art and music. WEBB helped the CVAG secure ATP Grant funds of $36 Million. WEBB prepared the preliminary design, environmental documents for CEQA, and 65% of construction drawings and worked on NEPA, utility coordination, drainage studies, right-of-way, and final design.

WEBB has proposed several state-of-the-art elements, including bicycle signals with fully protected bicycle movements, raised and/or recessed bike/pedestrian crossings, bicycle signal indicators to alert bicyclists that the traffic signal, lighting and colored concrete, bridge bike path under crossings, and connections to CV Link and the Coachella Festival grounds have detected them. The project will be a unique project not only in the area but also in the state and the country.

The CVAG challenged the design team to make the project attractive, creative, and innovative to entice riders. The project design took the challenge by incorporating color pattern concrete, beautiful and programmable lights, and sound. WEBB is staying on top of the schedule and accommodate additional project needs.

In addition, WEBB developed the Active Transportation Design Guidelines for the Coachella Valley Cities to ensure design and facility consistency across multiple jurisdictions.



Myung Choo, PE, TE

Practice Area Leader

Myung Choo, PE, TE, is a Traffic & Transportation Practice Area Leader in WEBB's Traffic and Transportation Department. In his role he develops the technical abilities of WEBB Team to better assist clients in achieving their transportation goals through preparing traffic studies, designing new traffic signals and upgrading existing traffic signals. Clients benefit from his extensive knowledge of governmental agency procedures, design, geometrics, signs, traffic controls, parking and maintenance. Among his duties, he presents findings and recommendations on traffic matters to elected officials, municipal commissions, community groups and the general public.

Myung has extensive background in coordinating and processing permits through Caltrans for encroachment projects. He also offers experience with traffic-related technology, including TRAFFIX and WEBSTER programs for intersection analyses, SYNCHRO, ROADPLAN software for ICU and delay evaluations, and ULI spreadsheets in shared parking analyses. In addition, he has expertise in designing and analyzing micro-simulation computer traffic models.

REGISTRATIONS

REGISTERED CIVIL ENGINEER, CA 79651
REGISTERED TRAFFIC ENGINEER, CA 2451

EDUCATION

BS, Civil Engineering
University of California, Berkeley

AFFILIATIONS

Institute of Transportation Engineers (ITE)

Madison Street Improvements, City of Indio - Madison Street from Avenue 50 to Avenue 52 is an approximately one mile long arterial roadway located within the City of Indio and the City of La Quinta. Myung was the Project Engineer for the Madison Street Improvement Project. He assisted the Webb environmental team with alignment study and additional elements of the Project Design Report. During the design phase he was responsible for the utility relocation coordination and extents of right-of-way acquisitions. Myung was responsible for preparation of Plans, Specifications, and Cost Estimates (PS&E) on the project. To obtain PS&E approval, concurrence from both City of Indio and City of La Quinta was required. His role also included preparation of the traffic signal warrant at the intersections of both Madison Street and Avenue 50 and Avenue 52.

Jackson Street and Avenue 50, City of Indio - Myung is currently the Project Engineer for the Jackson Street is project. The City of Indio proposes to improve Jackson Street from Avenue 52 to Avenue 49. Similar to the Madison Street project, the Jackson Street project requires multi-agency approval as the project limits are within both City of Indio and County of Riverside jurisdictions. Key design features of the project include adequate driveway tie-ins and necessary utility relocations where conflicts have been identified. This project also requires coordination and parking lot design of a well-known local market at the northeast corner of Jackson St. and Avenue 50.



Nick Lowe, PE,TE

Deputy Director

Nick Lowe, PE, is a Deputy Director with WEBB's Traffic and Transportation Department. Nick assists clients with traffic signal upgrades, signing and striping modifications, and pavement improvements. He also develops temporary traffic control plans for construction while working closely with public agencies, contractors, and construction managers to safely expedite projects, thus minimizing impacts to traffic and businesses.

In addition, Nick assists other engineers on street improvements, street light installations, sewer and water plans, and expert witness testimony. He is also well-versed in the AutoTURN vehicle simulation program which assists in transportation improvements for constrained travel areas and parking lots. With increasing traffic pressure amid booming growth throughout Inland Southern California cities, Nick's work on regional transportation solutions provides a tangible benefit to the public through improvements in safety, mobility, and quality of life. Nick is currently pursuing his Professional Traffic Engineer's License and is active in several industry associations.

Nick provides grant funding assistance to the cities of Lake Elsinore, Palm Springs, and Cathedral City and has helped these cities secure over $20.9 million in funding, with little matched funds needed from the City, to install advanced dilemma zone detection, flashing beacons, and left turn phasing at over 50 signalized intersections.

REGISTRATIONS

Registered Civil Engineer - C 87666 (CA)
Registered Traffic Engineer TE 3056 (CA)

EDUCATION

MS, Civil Engineering
University of Southern California
BS, Civil Engineering
Stevens Institute of Technology

AFFILIATIONS

Institute of Transportation Engineers (ITE)
American Society of Civil Engineers (ASCE)
Intelligent Transportation Society of California (ITS)

Madison Street Improvements from Avenue 50 to 52 - As Project Engineer for Madison Street Improvements from Avenue 50 to 52, Nick worked with the WEBB Team on this multifaceted project within the City of Indio and La Quinta. His responsibilities included leading the alignment study, Project Design Report, environmental assessments, utility relocation, right-of-way acquisition, and roundabout feasibility. This project encountered unique challenges due to the need for additional right-of-way, involving communication with property owners and the resolution of shared rights-of-way conflicts among multiple agencies. To avoid project delays, determining senior rights was essential, and after thorough research, it was established that the City of La Quinta held senior rights, leading to significant cost savings as the Imperial Irrigation District accepted shared responsibility for 37 transmission lines, avoiding over $2 million in expenses.

Art and Music Line, Coachella Valley Association of Governments – Nick served as Project Engineer for this project. WEBB is actively collaborating with CVAG on the innovative Art and Music Line Project, delivering 15 miles of enhanced bikeways across various locations. This comprehensive initiative includes 9 miles of protected bicycle facilities, promoting separation from vehicle traffic, and over 6 miles of traditional bike lanes. The project focuses on safety and accessibility, with unique elements like lighting and sound for access to festivals at the Empire Polo Grounds. WEBB played a key role in securing $36 million in ATP Grant funds and introduced innovative features like bicycle signals, raised crossings, and more.



Stephanie Standerfer

Vice President

Stephanie Standerfer is a Vice President and Director of WEBB's Environmental Services Department. Stephanie has worked as an environmental planning project manager, focusing on California Environmental Quality Act (CEQA) matters for small, medium, and large public and private projects. Stephanie has managed all levels of CEQA documents for water and wastewater districts, healthcare clients, community college districts, water districts, cities, counties, and private developers. Her varied project experience allows her to foresee and navigate challenges that arise during CEQA compliance. As an expert in CEQA implementation throughout Inland Southern California, she also provides local agencies training in CEQA processing. She regularly oversees and coordinates with large teams of environmental planners, engineers, and architects and actively assists her clients through the environmental compliance gauntlet.

Clients benefit from Stephanie's interdisciplinary environmental planning background which includes experience on general plan updates, specific plans, planning studies, environmental constraints analyses, air quality impact studies, health risk assessments, noise studies, biological resource surveys, and cultural resource studies. She has managed small and large teams of subconsultants, engineers, and architects on a variety of controversial public works and private development projects over the years and often spearheads making public presentations on her projects.

Because of her reputation as a CEQA authority, clients seek out Stephanie's assistance in peer reviewing CEQA documents and guidance on CEQA processing strategies. She enjoys working closely with her clients and establishing long-standing professional relationships with her clients.

YEARS OF EXPERIENCE:
23 Years

PROPOSAL ROLE:
Environmental Services

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION
MS, Environmental Sciences,
Washington State University
Pullman, WA
BS, Environmental Sciences,
University of California
Riverside

AFFILIATIONS
American Planning Association (APA)
Association of Environmental Professionals (AEP)
Greater Riverside Chambers of Commerce, Chair, Economic Development Council

- Rice Canyon Pipeline and Reservoir, Elsinore Valley Municipal Water District
- Good Hope and Mead Valley Water Lines, Eastern Municipal Water District
- Mead Valley Sewer Upgrades, Eastern Municipal Water District
- Lindsay Tank and Pipelines, Jurupa Community Services District
- Northern Feeder Pipeline, Jurupa Community Services District
- Wastewater Treatment Plant Mitigated Negative Declaration, & CEQA-Plus, Las Gallinas Valley Sanitary District
- WTP Upgrade and Brineline, IS/MND, CEQA-Plus & CEQA, City of Beaumont
- Banning Water Canyon Pipeline Replacement Project MND, City of Banning
- Master Sewer and Water Plans, Jurupa Community Services District
- Riverside Corona Feeder, EIR/EIS, Western Municipal Water District
- IEUA Consolidation LAFCO Review, Inland Empire Utility Agency
- Flagler Wells Pipeline, Elsinore Valley Municipal Water District
- Site 31 Effluent Pipeline Mitigated Negative Declaration, Western Municipal Water District
- Perris Valley Storm Drain Trail and Street Improvement, IS/MND, City of Perris
- San Jacinto River Stage III Program EIR, Riverside County Flood Control & Water Conservation District



Cheryl DeGano

Practice Area Leader

EDUCATION

BA, Biology
University of California, Riverside

AFFILIATIONS

American Planning Association (APA)
Association of Environmental Professionals (AEP)
AEP Co-Vice President of Programs 2019
AEP Inland Empire Chapter President 2013

Cheryl DeGano serves as a Practice Area Leader with WEBB's Environmental Services Department. Cheryl manages the preparation and approval of environmental and planning documents for public and private sector clients. During her consulting career, Cheryl has been responsible for the preparation and processing of environmental and planning documents including environmental impact reports, environmental assessments, initial studies and mitigated negative declarations, mitigation monitoring and reporting programs (MMRPs), specific plans, development impact fee ("Nexus") studies per California Government Code 66000 et seq., and development and entitlement applications. Cheryl has been responsible for all aspects of these projects including research, data collection and analysis, report writing, quality assurance/quality control review, preparation of distribution lists, direction of public noticing, project management, representation at public meetings and hearings, and agency and client coordination. Cheryl is also experienced in the analysis of construction noise using the Federal Highway Administration's Roadway Construction Noise Model (RCNM). In addition to her environmental and planning background, Cheryl has assisted public agencies and private sector clients finance public facilities/services through the formation and administration of special finance districts and is well versed in socio-economic issues.

Cheryl possesses strong communication and analytical skills and establishes and maintains excellent client relationships. Cheryl has a proven ability to take over large projects with minimal disruption to the client, experience with high profile and controversial studies, and the ability to work effectively and collaboratively within the increasingly complex regulatory and environmental context of development in southern California to develop solutions, strategies, and feasible alternatives for complex projects.

Cheryl is experienced in the preparation of environmental and planning documents and assisting public agencies and private sector clients finance public facilities/services through the formation and administration of special finance districts and the preparation of development impact fee studies. Strengths include communication and analytical skills, establishment and maintenance of excellent client relationships, proven ability to take over large projects with minimal disruption to client, experience with high profile and controversial studies, and a desire to work collaboratively toward a common goal.



Eliza Laws

Air Quality Practice Leader

Eliza Laws is an Air Quality Practice Leader with WEBB's Environmental Services Department. Eliza assists public and private clients in the preparation and approval of environmental and planning documents. During her consulting career, Eliza successfully prepared or directed the preparation and processing of environmental documents under both the California Environmental Quality Act (CEQA) and National Environmental Quality Act (NEPA) for public and private clients. She has been responsible for all aspects of these projects including research, data collection and analysis, report writing, quality assurance/quality control review, preparation of distribution lists, direction of public noticing, project management, preparation of technical studies related to air quality, greenhouse gas (GHG), and health risk assessments, direction of technical studies, representation at public meetings and hearings, and agency and client coordination.

Eliza also specializes in processing environmental documents through Caltrans District 8 in accordance with the Caltrans Local Assistance Procedures Manual and is knowledgeable of the policies and procedures required to obtain CEQA/NEPA approval.

With strong communication and analytical skills, as well as a proven ability to take over large projects with minimal disruption to clients, Eliza maintains excellent client relationships. She offers experience with high profile and controversial studies, as well as the ability to work effectively and collaboratively within the increasingly complex regulatory and environmental context of development in southern California - helping to provide clients with solutions, strategies, and feasible alternatives for complex projects.

EDUCATION

BS, Environmental Sciences
University of California, Riverside

AFFILIATIONS

Association of Environmental Professionals (AEP)



Autumn DeWoody

Senior Environmental Analyst

Autumn DeWoody is a Senior Environmental Analyst with WEBB's Environmental Services Department. Autumn offers clients a bridge between our technical municipal and stormwater engineering services and environmental documentation. She regularly partners with WEBB's project managers to prepare various planning documents on behalf of our water, wastewater, and flood control district clients. In addition, Autumn offers private and public clients jurisdictional delineations and regulatory permitting services as well as environmental monitoring at construction sites to ensure compliance with Mitigation, Monitoring, and Reporting Plans (MMRPs). She has been repeatedly commended by clients on the frequency and helpfulness of timely updates during permit processing.

Autumn is a certified Level 1 Water Audit Validator and has also prepared Water Supply Assessments and Urban Water Management Plans for a variety of public and private clients. As a result, she appreciates the importance of timely client communication in order to collect pertinent data that is sufficiently detailed and accurate to provide a thorough reflection of the project. This data collection, communication, and collaboration early in the project has proven to keep projects on schedule and budget. She is familiar with the intricacies of complex water supply portfolios and the technical components of planning for future water demands.

EDUCATION

MS, Environmental Sciences
University of California, Riverside

BS, Environmental Sciences
University of California, Riverside

CERTIFICATIONS

Certified Level 1 Water Audit Validator

AFFILIATIONS

Association of Environmental Professionals (AEP)
Groundwater Resources Association of California (GRA), Southern California Chapter



REGISTRATIONS
Registered Civil Engineer C 83827 (CA)

YEARS OF EXPERIENCE:
10 Years

PROPOSAL ROLE:
Construction Management & Inspection

OFFICE LOCATION:
3788 McCray Street
Riverside, CA 92506

EDUCATION
BS, Civil Engineering
Brigham Young University
MS, Civil Engineering
Brigham Young University

CERTIFICATIONS/TRAINING
Qualified SWPPP Developer (QSD) C83827

Reed Chilton, PE, QSD

Director - Construction Management and Inspection

Reed Chilton, PE, QSD, is Director of WEBB's Construction Management and Inspection Department. Reed has worked on a variety of private and public projects and has established a strong foundation in the engineering and construction management profession. His project experience includes sewer lines, drainage facilities, water lines, recycled water lines, wastewater treatment facilities, dry utilities, street improvements, street lighting, traffic signals, and landscaping. Specifically, his involvement with these projects includes preparation of specifications and bid documents, contract management and administration, permitting, submittal and RFI review and coordination, leading meetings, field investigations, project documentation, review and approval of change orders and pay estimates, project close-out, and managing day-to-day needs for owners and contractors. Reed manages and schedules WEBB's Inspection Team.

Project Manager for the Benedict Reservoir 8, Jurupa Community Services District (District). WEBB provided construction management, inspection services, and engineering support for the Benedict Reservoir B project for the District. The existing project site includes two tanks. This project includes demolishing one existing tank and installing a new 1.1 MG welded steel reservoir (Benedict B) adjacent to the existing 1.0 MG reservoir (Benedict A). Exterior coating of both tanks will be performed. Benedict Reservoir B will have a nominal diameter of 91-FT and shell height of 26-FT, including a reinforced concrete ring-wall foundation. This project includes a temporary by-pass to provide service to the 1200 pressure zone during construction, grading on the hillside in rock, site improvements, and re-vegetation.

Construction Manager for the $5.2M Sky Country Trunk Sewer Project, Jurupa Community Services District. The project included over 8,000-LF of 8-inch to 18-inch PVC and (PS 115 and SDR 35) and no dig VCP pipe with a construction cost of $5.5 million as well as Jack and Bore installation of PVC and VCP sewer ranging in size from 8-inch to 18-inch. Performed air pressure testing and vacuum testing of sewer pipe and manholes. Observation of trench excavation, backfill, fill material moisture conditioning, densification, and asphalt paving. Coordinated road closures and traffic detours with city, local residents, and local businesses. Inspected installation of work area traffic control for compliance with approved plans.

Construction Manager for the $25M Wastewater Treatment Plant, City of Imperial (City). WEBB performed Construction Management, Inspection, and Engineering Support Services for the City's $25M WWTP Upgrade project. This project includes construction of a new MBR treatment system including MBR Basins, waste-activated sludge pumps, blowers, air compressors, permeate storage tank, and non-potable water pumps. A pre-engineered metal building was installed for the MBRS system which included a monorail bridge crane, office spaces, and lab room. A dewatering system with screw conveyors was also installed inside a pre-engineered metal building. Electrical improvements include a new transformer, main breaker, automatic transfer switch, and Emergency Power Generator. Site improvements include yard piping, paving, and rock installation. The project also includes modifications to existing facilities, shut-downs, and tie-ins to the active wastewater treatment plan.

Reed Chilton, PE, QSD

Director, Construction Management and Inspection

Construction Manager for the Sludge Storage Water Reclamation Facility #1, City of Corona (City). WEBB provided construction management and inspection services for the City's sludge storage project. This project repurposed two existing chlorine contact basins for sludge storage tanks. The project included new rotary drum screens and sludge transfer pumps to replace the existing system, a new compactor was added to the process for compaction of the screenings, and overhead piping was installed. Other components of the project included installation of new pump station, coarse bubble eductor tubes, new fine bubble diffusers, and all associated piping, valving, mechanical, electrical, structural, architectural, instrumentation, and controls.

Project Manager for the $3M College Tank Replacement, Golden State Water Company (GSWC). For the College Site in Placentia, an existing concrete tank was demolished and replaced with two 0.5 MG welded steel tanks along with a new site storm drain and site improvements. The existing concrete tank remained in service during construction of the new steel tanks and was then removed. A 1,000-LF, 12-inch diameter PVC overflow drain line was constructed in the College Plant access road from the new reservoir to an existing storm drain catch basin. This project also included landscaping to screen the tanks from nearby residents. This project included coordination with MWD for improvements near their existing facilities, CEQA compliance with environmental mitigation measures, asbestos survey of existing facilities, coordination with nearby residents, and working with GSWC Operations Staff. Critical issues included:

- Meeting an aggressive completion schedule
- Coordination with operations to ensure continuity of water service during tank construction
- Project phasing such that critical operations were maintained during demolition and tank construction
- CEQA compliance based on mitigation measure developed by GSWC
- Compatibility with the surrounding development and sensitivity to neighbors

Project Manager for the $3.6M Golden Tank Replacement, Golden State Water Company (GSWC). The Golden Tank Project in Yorba Linda included demolition of the existing tank, installation of a new 1.5 MG welded steel tank, and installation of a new pump station. The existing concrete tank was removed prior to construction of the new steel tank. The booster station includes two 30 Hp vertical turbine pumps designed to pump 500 gpm, and one 60 Hp vertical turbine pump designed to pump 1,000 gpm with associated piping, valves, and appurtenances. The project also includes revisions to the on-site storm drain system, tie-ins to the existing water system, coordination with GSWC operations, removal of existing asbestos pipe, and coordination with the nearby park facilities. Critical issues included:

- Meeting an aggressive completion schedule
- Coordination with operations to ensure continuity of water service during tank construction
- Project phasing such that critical operations were maintained during demolition and tank construction
- CEQA compliance based on mitigation measure developed by GSWC
- Compatibility with the surrounding development and sensitivity to neighbors

Construction Manager for the $5.7M Rider Distribution Center 3. This project consisted of offsite Improvements project for IDI Logistics in the City of Perris. The project was led by the developer of multiple nearby distribution warehouses. The improvements included in the contract were reimbursable by RBBD funds through the City of Perris. The purpose of the project was to widen Rider Street to ultimate width, construct Redlands Avenue including storm drain improvements, and curb and gutter, sidewalk, parkway landscaping, medians, median landscaping, street lighting, and traffic signals. Construction coordination included the on-site builder, off-site underground utilities including EMWD recycled and domestic water, dry utility installation, and SCE transmission pole relocation. Scheduling work between all trades and contractors was critical to meeting aggressive deadlines.



Keith Barnett

Construction Services Manager

Keith Barnett is a Construction Services Manager and Inspector with WEBB's Construction Management and Inspection Department. Keith has more than 25 years of experience with various types of projects. His experience as a construction manager for various large scale projects, coupled with his decisive nature and excellent project management skills, has made him capable of overseeing teams, budgets, and schedules. Keith is adept at client relationship management, scope development, and field monitoring.

CERTIFICATIONS/TRAINING

Traffic Control and Flagging Training Program
NPDES Storm Water Training
NRMCA Pervious Concrete
Nuclear Gauge Operator

John J. Benoit Detention Center Phase II Offsite Storm Drain, Street, Landscape, and Traffic Signal Improvements, County of Riverside Facilities Management Keith provided construction management for this project located in the City of Indio. The project consisted of offsite improvements for the John J. Benoit Detention Center, including Hwy 111 and Oasis roadway, new sidewalk, access ramps and associated concrete improvements, landscape and irrigation, signing & Striping, and traffic signal modification improvements. Coordination with the following agencies was required: City of Indio Public Works, Valley Sanitary District, and Indio Water Authority.

21/22 Pavement Management and Slurry Seal, City of Indio – Keith provided construction management for this project consisting of repaving 19 separate street segments inside 10 neighborhoods and three parking lots. Work included grinding and removing existing asphalt and replacing the removed asphalt to prior grade, final utility adjustments, replacing existing striping, removal and replacement of over 50 ADA access ramps, NPDES and AWMD compliance, traffic control, and resident/business notifications. WEBB also worked under a joint agreement with the County of Riverside to complete the County of Riverside portion of Dillon Road

Stage Ranch Pipeline Replacement, Elsinore Valley Municipal Water District Keith provided construction management for this waterline replacement project, consisting of the replacement approximately 2,600-LF of an existing 10-inch CMLC water main with approximately 330-LF of 8-inch DIP, Class 53 pipe, and 2,270-LF of 8-Inch PVC C900, in the City of Wildomar. The project improved water quality and pressure of the existing water system which remained in service throughout the project to serve agricultural areas. There were multiple project challenges:

- A temporary highline was required to keep the waterline in service, however construction of proposed pipe was completed keeping the existing line active
- The terrain was mountainous with a 48% slope in some areas and granitic rock conditions were present
- Overhead powerlines were located along the alignment. The contractor had to use caution and coordinate with Edison
- The work area was extremely limited for the contractor
- A road detour was required and coordinated with the Forestry Service

Washington Avenue Lift Station, Elsinore Valley Municipal Water District – Keith provided construction management for this lift station decommissioning project. This project consisted of cleaning, flushing, and



REGISTRATIONS
Engineering in Training (EIT) 1512575

EDUCATION
BS, Civil and Environmental Engineering
Emphasis in Architecture
California State University, Fullerton

CERTIFICATIONS/TRAINING
California Department of Public Health (CADPH) Grade 1 Water Distribution Operator,
OSHA 40 Hour EM385-1-1,
Construction Quality Control Manager Certified, AGC San Diego

Joseph Khader, EIT

Construction Manager

Joseph Khader, EIT is a Construction Manager with WEBB's Construction Management and Inspection Department. Joseph has more than 20 years of experience with various types of projects. His experience as a construction manager for various large scale projects, coupled with his decisive nature and excellent project management skills, has made him capable of overseeing teams, budgets, and schedules. Keith is adept at client relationship management, scope

Romoland MDP Line A: Stages 4, 5, and 6 - Joseph was the Senior Project Manager for this project. It features 1 Million CY; 15,000 of structural concrete, 11,000 CY of concrete channel paving, and 3,500-LF of RCP up to 102-inches.

West Garden Grove Transmission Main - Joseph was the Senior Project Manager for this project. It consisted of 24,000-LF of 16" PVC, 1,215-LF of 16" DIP, 2,500-LF of 10" PVC and 3,000-LF of 8" PVC potable water transmission mains. It also included the construction of an electric control valve, connections to reservoir and pump stations and the replacement of 4,000-LF of 15"-24" VCP sewer trunk line while bypassing flows of 4,000-GPM.

Olive Avenue Sewer Improvements - This project consisted of the installation of 10,500-LF of 36" SDR sewer trunk line, the connection to the active sewer main requiring 24/7 bypass of 4,500-GPM flows, extensive dewatering, and the treatment of 500-GPM that was discharged. This project was completed at an average depth of 22-FT. 325 dewatering wells and 85 monitoring wells were constructed.

Parking Lot Designs, Naval Air Station North Island Coronado - This project required complete design and construction. It included the removal of earthwork, paving, utilities, subsurface structures, above surface structures for the proposed utilities and infrastructure to be built adjacent to live aircraft runway. Joseph served as the Project Manager.



EDUCATION
Bachelor of Science,
Civil Engineering/Construction Management
University of Colorado, Boulder

Andrew Vollrath

Assistant Engineer

Andrew is currently an assistant engineer working on receiving his Professional Engineering License. Andrew manages the progress of numerous projects, with the goal of a high-quality product within budget and schedule. His role includes preparing and negotiating the financial aspects of the job, ensuring materials are up to standard, maintaining communication between owners, contractors, and engineers, and collaborating with designers and public agencies to ensure a successful construction process.

Richard F. Yeager Jr., PE

Principal Corrosion Engineer

Richard (Rick) F. Yeager Jr. is a California Registered Civil Engineer and a NACE Int'l Certified Cathodic Protection Specialist with a broad background in corrosion engineering, inspections, and construction support services. Mr. Yeager has extensive experience in water and wastewater corrosion control and cathodic protection system designs, corrosivity assessments, pipe and coating materials of construction, and inspection and monitoring of installed piping systems. The NACE Certification meets the definition of "Corrosion Expert" as defined by the United States Environmental Protection Agency and under 40 CFR 280.12 of the Code of Federal Regulations. Additionally, Mr. Yeager has provided construction inspection services for projects that have included pipelines, water reservoirs, treatments plants, and roadways.

Project Experience:

As-Needed Corrosion Engineering Services & Annual Surveys

Provide Cathodic Protection Survey and Performance testing of installed pipelines and reservoirs. To include monitoring, testing and troubleshooting all existing corrosion control facilities for corrosion. Performing coating assessments on process facilities, water treatment plants, and buried piping systems. Then assessing system damage and evaluating cathodic protection system performance and identifying repair or refurbishment requirements. A summary report listing all observations, conclusions, and recommendations is submitted at the completion of each annual survey.

- **Ramona Municipal Water District**
- **Olivenhain Municipal Water District**
- **Santa Fe Irrigation District**
- **Leucadia Wastewater District**
- **Otay Water District**
- **San Dieguito Water District**
- **City of San Diego**
- **Padre Dam Municipal Water District**
- **Vallecitos Water District**

Corrosion Control Evaluation and CP Design

Responsible for designing new and retrofit cathodic protection systems for buried metallic pipelines and storage tanks. Cathodic protection designs include both galvanic anode and impressed current taking into account soil conditions, coating options, power availability and other parameters in order to achieve the most cost effective means of long

YEARS OF EXPERIENCE
23

YEARS WITH FIRM
16

EDUCATION

B.S., Civil Engineering, California Polytechnic State University, 1997

National Association of Corrosion Engineers (NACE Int'l)

- Basic Corrosion Course, 1997
- CP Design I, 1999
- Cathodic Protection Specialist Certification, 2001

CERTIFICATIONS

California Professional Civil Engineer No. C70686

NACE Int'l:

- Cathodic Protection Specialist No. 6321

Confined Space Entrant/Attendee

Certified DVBE/SBE Firm
(CA Dept. of General Services)

Certified SLBE Firm
(City of San Diego)

SCOOP Certified Firm
(SDCWA)

1016 Broadway, Ste. A, El Cajon, CA 92021
Phone: 619.312.0195



Justin R. Logan, PE | Principal

Phone: 801.694.4604 | **Email:** justin.logan@aquaeng.com

Mr. Logan is a Vice President and Principal at AQUA Engineering. Justin leads AQUA's efforts in water and wastewater treatment. He focuses on treatment facility planning, design and construction projects, with emphasis on providing clients effective and affordable solutions to their individual challenges. Justin has worked on more than 50 treatment facilities, developing his extensive experience with a variety of processes and equipment. His responsibilities include project master planning, facility evaluations, process development, design layout, plant configuration, design efficiency and construction drawing development of water and wastewater treatment facilities.

Project Experience

City of Imperial Wastewater Treatment Plant Upgrade - Imperial, CA
Conversion of existing plant form extended aeration to a 2.4 mgd membrane bioreactor (MBR) plant capable of producing recycled water.

City of Beaumont Water Reclamation Facility Upgrade - Beaumont, CA
Existing pland modification and expansion from extended aeration to a 6.0 mgd membrane bioreactor (MBR) plant followed by reverse osmosis to meet salt reduction requirements.

City of Corona Dewatering Upgrade - Corona, CA
Modification of existing dewatering belt press facility to include a single centrifuge capable of dewatering for the plant and also capable of adding another centrifuge in the future.

Puako Preliminary Engineering Report - Puako, HI
Preliminary feasibility of treatment & sewer collection options for the Community of Puako with the preparation of a Preliminary Engineering Report.

Las Gallinas Valley Sanitary District Secondary Treatment Upgrade - San Rafael, CA
Planning and Design work for the upgrade of the secondary treatment processes from trickling filter to activated sludge, including equalization basin addition and recycled water facility expansion.

City of Imperial Headworks Upgrade - Imperial, CA
Replacement of existing headworks facility along with various other plant improvements.

City of Rexburg Water Reclamation Facility Solids Handling Project - Rexburg, ID
Expansion of solids handling process by converting to anaerobic digestion and pasteurization to produce Class A biosolids and provide for solids storage.

Western Riverside County Regional Water Authority - Corona, CA
Plant evaluation, design, and construction services for a complete plant upgrade from 8 mgd to 14 mgd, including all aspects of the treatment plant.

Western Riverside County Regional Water Authority - Corona, CA
Aeration upgrade adding diffusers and blowers to existing process to improve efficiency and restore capacity of oxidation ditch.

Rexburg City Wastewater Treatment Plant - Rexburg, ID
Expansion and upgrade utilizing a fixed film process followed by existing oxidation ditches to bring the plant to capacity of 4.8 mgd, adding ultraviolet disinfection, and belt press facility.

Fort Shafter Flats Pump Station Conversion - Honolulu, HI
Planning and complete design for the conversion of the existing pump station to a 2 mgd membrane facility to produce recycled water.

Tooele City Water Reclamation Facility, Phase 1B Upgrade - Tooele, UT
Design and construction which added UV disinfection, digestion, and solar drying to the facility. Expansion and upgrade utilizing an MBR process to bring the plant to a capacity of 2 mgd.

Las Gallinas Valley Sanitary District Recycled Water Facility - San Rafael, CA
Design and construction services for the addition of the Recycled Water facility to the existing

Education

BS Civil & Environmental Engineering, Brigham Young University, 1998

MS Civil & Environmental Engineering, Brigham Young University, 1999

Registration

Professional Engineer:
Utah, Nevada, Arizona, California, New Mexico, Hawaii, Idaho, Colorado

Work Experience

25 Years

Affiliations

WEF
WEAU
WEFTA
ASCE

Expertise

- Wastewater Treatment
- Pump Stations
- Water Storage
- Flood Control & Drainage
- Mechanical Installations

Justin R. Logan, PE | Principal

Project Experience (continued)

treatment plant. This 1.4 mgd facility, capable to 5.4 mgd, utilizes pressure membranes and UV treatment.

Elko Secondary Treatment Upgrade - Elko, NV
Facility planning, design, and construction of a 4 mgd plant.

West Wendover Wastewater Treatment Plant - West Wendover, NV
Facility planning and design of upgrade to MBR system and improvements to the headworks facility, including new screening and washing equipment, HVAC, and utility water system.

Town Wastewater Treatment Plant Expansion and Upgrade - Town of Town, NM
Utilized an MBR process design to bring the plant to a capacity of 2 mgd and provide recycled water quality effluent.

Imperial County Wastewater Treatment Plant - Imperial, CA
5 mgd Zenon hollow fiber membrane system, expandable to 15 mgd. Fine screening, process tanks and biological treatment system, UV disinfection facility, RERS, and standby power.

Springville City Wastewater Treatment Plant - Springville, UT
Expansion and upgrade utilizing STM Aerator process to bring the plant to a capacity of 6 mgd.

Weber Wastewater Treatment Plant - Weber, CA
1.2 mgd activated sludge treatment plant facility expansion.

Immigration Canyon Rustic Wastewater Treatment Plant - Prescott, AZ
0.5 mgd Kubota flat plate MBR with fine screening, process tanks and biological treatment systems, UV disinfection facility, lab, operations building, and standby power.

Tooele City Wastewater Treatment Plant - Tooele, UT
Expansion to bring the plant from 2 mgd to 4mgd in two phases.

San Felipe Pueblo Wastewater Treatment Plant - San Felipe, NM
300,000 gpd Kubota flat plate MBR, expandable to 600,000 gpd, includes offices, a small lab, biosolids dewatering, and a pump station to deliver treated water.

Jerome City Wastewater Treatment Plant - Jerome, ID
Expansion utilizing an MBR process. Several phases to bring plant capacity to 4.5 mgd.

Tiw Cliffs Wastewater Treatment Plant - Boise, ID
Facility with 300,000 gpd Kubota MBR System expandable to 600,000 gpd including fine screening, process tanks, and biological treatment systems, UV disinfection facility, RERs, and standby power.

Edgewood Wastewater Treatment Plant - Edgewood, NM
Facility design & construction of a 150,000 gpd Kubota MBR System.

Hurricane City Wastewater Treatment Plant - Hurricane, UT
Kubota MBR process for a 1 mgd plant that is primarily turkey processing waste.

Pueblo Wastewater Treatment Plant - Albuquerque, NM
Facility design & construction of a 0.25 mgd Kubota Flat Plate MBR Facility, included design of an influent screening system, back-up power system, and the associated telemetry control system.

Town Wastewater Treatment Plant - Town, NM
Design and construction of new headworks facility and septage receiving station.

Cubby Water Reclamation Facility - Cubby, UT
Design and construction of a Zenon ZeeWeed 200,000 GPD facility.

Hyrum Water Reclamation Facility - Hyrum City, UT
Facility planning, design, and construction upgrading this existing oxidation ditch facility to a 2 mgd MBR facility using Kubota membranes.

Christina Nishimoto, PE, SE

Senior Engineer
Kleinfelder

Registered Civil Engineer C 73208
Registered Structural Engineer SE 6084

EDUCATION

BS, Electrical Engineering, University of Utah

Christina Nishimoto has nine years of professional experience including working with steel, concrete, masonry, and timber structures and is knowledgeable in the design considerations of all four materials and their respective governing codes. Her design phase work has included attending meetings, coordinating with other professional trades, structural analysis, and detailing.

Plant 150, East Valley Water District - Christina serves as Project Engineer providing foundation calculations, drawings, and specifications for Plant 150, a centralized water treatment plant. The scope of work includes a ring foundation for two 500,000 gallon steel tanks for surface water, concrete foundations for an operations building, chemical building, and multiple ion exchange tanks.

Miramar Clearwell Improvements, City of San Diego Public Utilities Department - Christina serves as Project Engineer providing the design of two new rectangular hopper bottom reservoirs, totaling 58.3 MG. The structural system is a two-way reinforced concrete roof with drop panels supported seismically by perimeter concrete shearwalls. Christina is also designing a 5 MG chlorine contact chamber of similar structural system and assisting in managing the work of a number of subconsultants, including the water disinfection process, architectural, civil, landscaping, and environmental permitting.

Point Loma Sedimentation Basin Rehabilitation, City of San Diego - Christina served as Project Engineer on the Point Loma Wastewater Treatment Plant project that consists of 12 existing sedimentation basins constructed as several different projects starting in 1962 through 1996. The result of the varying projects is non-uniformity within the 12 basins. Christina provided support on structural engineering services provided by KLF|SWE which included site evaluation, design and drafting, and construction administration during the construction process. Additionally, Christina provided the design of a pipe support rack.

Pump Stations 1 and 2, City of San Diego Metropolitan Wastewater Department - Christina provided structural calculations and construction support for this design-build project. KLF/SWE's scope of work included the design of a two-story concrete masonry building at Pump Station 2 as a sub-consultant to Carollo Engineers. The first floor of the building is an electrical room and the second floor is used for storage. The structural system of the building consists of long span trusses for the roof framing, composite floor, and a mat foundation.

Twin Oaks Central Basin, Central Basin Municipal Water District - Christina served as Project Engineer providing design calculations for the 50 MGD design/build water treatment plant. The design included pump stations, arc flow treatment barriers, two 14 MGD reservoirs, and an ozone treatment facility and filter basin.

Pala Casino Wastewater Treatment Plant, Pala Band of Mission Indians - Christina served as Project Engineer providing the design calculations for this project, which provided the Pala Band of Mission Indians a new wastewater treatment plant and upgrades to the existing lift station.

Phase I Expansion, Riverside Regional Water Quality Control Plant - Christina served as the Project Engineer and provided construction support services for the Phase I expansion. KLF/SWE's scope of work included design consulting services for this project. The expansion scope was to replace 20 MGD of existing conventional activated sludge capacity with 26 MGD of membrane bioreactor capacity.

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Mark P. Jeppsen, P.E. - Principal

(801) 683-3760 - mark.jeppsen@skmeng.com

Mr. Jeppsen is an electrical, instrumentation and controls engineer with 21 years of experience in power design, controls engineering, process and instrumentation design, industrial network design, construction oversight, radio and telemetry systems, SCADA system design and integration and PLC and HMI design and integration. He has designed and integrated multiple potable water, secondary water, water treatment, wastewater collection and wastewater treatment systems. Design tasks include facility power, motor power and control, SCADA systems, instrumentation selection and control, process and instrumentation diagrams, communications networks and systems, control loop diagrams and descriptions. Integration tasks include control and PLC panel design and construction, PLC, OIT and HMI programming and commissioning, radio system integration and testing, instrument calibration, automated reporting systems and operator training and documentation.

Project Role

Electrical & Controls Engineer

Work Experience

21 Years

Education

BS Electrical Engineering
University of Utah, 2002

Registration

Professional Engineer:

Utah

Certification

Ignition Gold Certification

Specialties

- Electrical Engineering
- Control and SCADA Systems
- Design & Integration
- Network and Communications
- Design and Integration
- Water & Wastewater
- Facilities Process Control and Optimization
- Project Management
- Construction Management

Project Experience

2009 - 2021:
Jurupa Community Services District (JCSD), Jurupa, CA - Electrical and Controls Engineer
Mark has worked with JCSD on various projects over the years including the Regional Lift Station and various other lift stations. He has also was the lead electrical engineer on Wells 13, 27 & 28 as well as the JCSD-RCSD Booster Pump Station. Mark has worked closely with the District's controls engineer and O&M staff to develop designs drawings that are tailored to the District's standards.

2009 - Present:
Western Riverside County Regional Wastewater Authority (WRCRWA), Eastvale, CA - Electrical and Controls Engineer
In 2009 Mark led the electrical and control design for an aeration upgrade at the WRCRWA plant. This included a new blower building with associated controls for the existing oxidation ditches. In 2012 Mark was the lead electrical engineer for a complete plant expansion at WRCRWA which also included new network, PLC, and HMI systems. Since the completion of the expansion, Mark has provided services for several projects and has provided on-call support for the facility.

2006 – Present:
Salt Lake City, UT - Electrical and Controls Engineer
SKM has been providing services to Salt Lake City for their various water and wastewater facilities since 2006. Mark is currently overseeing the implementation of a complete control system upgrade at the 50 MGD Water Reclamation Facility which includes control panel upgrades, PLC replacements and new HMI screens. SKM has designed a new WAS thickening facility and is currently designing a new Headworks facility. Mark is the lead engineer and project manager for electrical and controls upgrades at the 20 MGD Big Cottonwood Water Treatment Plant that will be completed in 2018.

2004 – Present:
Central Weber Sewer Improvement District, UT - Electrical and Controls Engineer
SKM has been working for Central Weber Sewer Improvement District (CWSID) since 2004 by providing electrical designs, controls upgrades and system maintenance. Mark has managed upgrades at the plant as they have come, including upgrades for the influent pump building, utility water pump building and PLC & HMI upgrades. In 2006 design began for a complete 60 MGD plant expansion and SKM was an integral part of the design and integration team. Construction for this project began in 2008 and was completed in 2012.

2004 – Present:
Sandy City, UT - Electrical and Controls Engineer
SKM provided the complete and operational SCADA System for Sandy City's Water System that was completed in 2005. Since then, SKM has provided incremental additions, improvements and maintenance including a new storm water system. The system consists of nearly 40 remote sites that consist of tanks, boosters and wells. In 2016 SKM provided an HMI system upgrade for the water and storm water systems.

2003 – Present:
Park City, UT - Electrical and Controls Engineer
SKM began working for Park City by providing the system integration for an iron, arsenic and manganese removal process at the Spiro Water Treatment Plant in 2003. In 2012, SKM provided the complete and operational SCADA System for the Quinn's Junction Water Treatment Plant, a microfiltration membrane process. This included PLC & HMI programming, custom reports and historical data gathering and startup and commissioning. In 2016 SKM upgraded Park City's complete SCADA system which included their two water treatment plants and approximately 70 remote boosters, tanks, metering stations, PRV stations and well houses.

Hashmi Quazi, PhD, PE, GE

Principal in Charge/Project Manager

Dr. Quazi has over 29 years of experience providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget.

In his capacity as Principal in Charge or Project Manager, Dr. Quazi provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, wastewater treatment plants, reservoirs, and other related studies. He has supervised site investigations and prepared technical reports for facilities located in areas of high liquefaction potential and difficult subsurface conditions.

Education

- Ph.D., Civil Engineering, University of Arizona, 1987
- M.S., Civil Engineering, Arizona State University, 1982
- B.S., Bangladesh Engineering University, 1978

Registrations/Certifications

- California, Civil Engineer, #46651
- California, Geotechnical Engineer, #2517

Professional Memberships

- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- American Council of Engineering Companies (ACEC)

Relevant Experience

Membrane Building, Pump Station, and Well, Azusa Light & Water Canyon Filtration Plant, *Azusa, CA*. QA/QC. Provided quality control oversight during the geotechnical investigation and grading and materials testing. The project included the construction of a new membrane building, a membrane feed pump station and a pretreatment basin, yard pipeline, a 4 MG water storage reservoir, and a new 18 inch 3500 feet long pipeline.

District I and II Sewer Main Replacement, *Pomona, CA*. Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation. The project consists of about 3,620 linear feet of 15-inch diameter vitrified clay sewer pipe in the city of Pomona, California.

RP-4 Out Fall Pipeline, Pump Station and Water Reservoir, *Chino Basin Municipal Water District, CA*. Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation. The project consisted of 44,000 linear feet of 42-inch diameter pipeline, a pump station, a 2.6 million gallon below grade water reservoir and a chlorination facility. The pipeline traversed underneath existing reinforced concrete box culverts and railroad tracks.

Rosemead Pipeline Extension – Phase I & II, *Rosemead, CA*. QA/QC. Provided quality control oversight for the geotechnical investigation. The project consisted of the design and construction of approximately 6,635 linear feet of 16-inch recycled water pipeline in the City of Rosemead, California. For Phase II, the project consisted of the design and construction of approximately 12,917 linear feet of water pipeline in the City of Rosemead, California.

Arroyo Seco Pipeline Installation, *Pasadena, CA.* Principal in Charge. Provided technical oversight and budget control for geotechnical observation, materials testing and inspection. The project consisted of the City of Pasadena installing new pipelines prior to the larger construction activities ranging from 4 inches to 16 inches. The total length of the pipelines required trenching to approximately 2,000 linear feet. Converse will supplied qualified technicians to provide inspection and materials testing services for soils during construction operations.

EVMWD 6 Capital Improvement Projects, *Riverside County, CA*. Principal in Charge. Provided technical oversight and budget allocation for the geotechnical and materials testing and inspection. The project consisted of the construction of six (6) capital improvement projects for EVMWD involving: **1) Wildomer Area Lift Station -** Approximately 1,300 linear feet of 8-inch parallel sewer line, 1,200 linear feet of 14-inch force main, pump and electrical upgrades to the B1 and B2 lift station facilities. **2) Trtan**



Certifications

OSHA Confined-Space

Contractor Licenses History

California Contractors Class A – General Engineering and Class B – General Building License Types:

- License No. 720334-AB; AmeriCon Constructors, Inc.
- License No. 699219-AB; Jeffrey Puzzullo (Individual)
- License No. 821587-AB; Puzzullo, Inc. / Global Builders
- License No. 828282-AB; 1AU, Inc.

Experience
44 years

Years with Firm
30-Plus years

Jeff Puzzullo

Puzzullo Consulting

Role: Cost Estimating, CPM Scheduling and Project Support Services

Mr. Puzzullo has been providing professional construction services as a licensed general contractor and construction manager for over 44 years. During this time, Jeff has been responsible for the completion of over $500 million in construction projects in the public and private sectors of the construction industry with primary emphasis on public works projects. He has extensive experience in the execution of design/bid/build and design/build construction projects with an emphasis on the development, design, and construction of water and wastewater infrastructure projects. He has extensive experience in construction cost estimating, constructability reviews/input and CPM scheduling, and has served as an expert on numerous value-engineering teams for the assessment of water and wastewater treatment facilities under both traditional bid-build and design-build methods of project delivery.

Similar Project Experience

- **City of San Diego, Cost Estimating for the Miramar and Alvarado Water Treatment Plants Disinfection System Conversion Feasibility Study.**
- **Costa Mesa Sanitary District, Cost Estimating for the Elden Pump Station Forcemains, Costa Mesa, CA.**
- **Port of San Diego, Driscoll Wharf, Cost Estimating for the Redevelopment Options including Repairs to Piers 4-8 and Buildings B-E, and an Option for Complete Demolition and Removal of Piers 4-8 and Buildings B-E and complete Site Remediation.**
- **Eastern Municipal Water District, Cost Estimating for the 8 Million Gallon (MG) Goetz Road Potable Water Storage Tank, Perris, CA.**
- **City of San Diego, Cost Estimating for the Lakeside Valve Station Replacement, San Diego, CA. Team Member.**
- **City of San Diego, Cost Estimating for the Barrett Dam Improvements Projects, San Diego, CA. Team Member.**
- **City of San Diego, Cost Estimating for the Lower Otay Dam Outlet Structure Mods, San Diego, CA. Team Member.**
- **City of San Diego, Cost Estimating for the Miramar Reservoir Pump Station, San Diego, CA. Team Member.**
- **City of San Diego, Cost Estimating for the El Monte Pipeline Rehabilitation, San Diego, CA. Team Member.**
- **City of San Diego, Cost Estimating and CPM Scheduling for the Miramar Clearwell Improvements at the Miramar Water Treatment Plant, San Diego, CA. Team Member.**
- **Rancho Del Rey Reverse Osmosis Treatment System, Otay Water District, Spring Valley, CA. Constructability Review Team Member.**
- **City of San Diego, Constructability Review of Contract Documents for the Expansion and Upgrade of the Alvarado Filtration Plant, Phase 4 Ozone Project; San Diego, CA.**
- **City of Beverly Hills, Beverly Hills Reverse Osmosis Water Treatment Plant and Public Works Facility; Beverly Hills, CA. Prime Subcontractor and Construction Manager.**
- **City of Benson, Benson Wastewater Treatment Plant Expansion, Benson, AZ. General/Prime Contractor.**
- **City of Moorpark, Moorpark Wastewater Treatment Plant Upgrade to 3.0 MGD, Moorpark, CA. General/Prime Contractor.**
- **City of Escondido, Parkhill Reservoir and Booster Pump Station, Escondido, CA. General/Prime Contractor and Construction Manager.**
- **Lake Arrowhead Community Services District, Cedar Glen 2.0 MGD WTP, Lake Arrowhead, CA. General/Prime Contractor.**
- **Valley Center, Lower Moosa Canyon Water Reclamation Facility Solids Handling and Odor Control Facilities; Valley Center, CA. General/Prime Contractor and Construction Manager.**
- **City of Oceanside, San Luis Rey Wastewater Treatment Plant Digester Modifications, Oceanside, CA. General/Prime Contractor and Construction Manager.**
- **City of Ontario Chino Basin Solids Handling Facilities at Regional Plant No. 1, Ontario, CA. General/Prime Contractor and Construction Manager.**
- **Three Valleys Municipal Water District, Three Valleys Water Treatment Plant and Hydroelectric Facilities, Claremont, CA. General/Prime Contractor and Construction Manager.**
- **City of Escondido, Escondido Water Treatment Plant Expansion, Escondido, CA. General/Prime Contractor and Construction Manager.**

Design West Engineering

Key Personnel Resumes



Role:
Electrical Engineer of Record, Director of Electrical Engineering

Years of Experience:
12 Years at Design West
22 Years in Industry

Registration/Affiliation:
California P.E. #E19480
LEED AP BD+C
IESNA Board Member
IEEE

Education
Bachelor of Science in Electrical Engineering
Arizona State University

Leo Maya, P.E., LEED AP – Senior Electrical Engineer
With over 20 years of design and project management experience, Leo Maya has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, data centers, sports field lighting, street and area lighting, golf course electrical systems, custom residences, and various dry utility designs. Mr. Maya joined the Design West team in 2005 and in 2009 took over the responsibility of running the electrical production. Apart from standard electrical and lighting design, he oversees the electrical BIM design team; solar photovoltaic design; specialized analyses including arc flash, coordination studies and load flow evaluation; all low voltage applications including fire alarm, security, data and signal, and A/V systems. His continuing education in the field of the electrical engineering and lighting design, along with his membership and board position for the IESNA (Illuminating Engineers Society of North America) keep him up to date with the latest lighting and energy efficient technologies. Beyond his technical prowess, it is Mr. Maya's dedication to maintaining long-term client relationships and his diverse background that have made him such a valuable asset to the Design West team. This dedication to customer service is evident in the work ethic and the character displayed by his whole team.

Featured Project Experience:

Circuit 31,41,44,69 Upgrade, South Gate
Conversation of 8.5 miles of existing high voltage series street lighting to new multi-circuit LED.

Kenneth Tang | City of South Gate | (323) 816-4011 | ktang@sogate.org

Ponderosa Park and Community Center, Anaheim
New 22,000 square feet Family Resource Center including classrooms, office, dance studio, and gymnasium, new splash pad, skate park with Musco lighting, and a new restroom building.

Pamela Galera | City of Anaheim | (714) 765-4463 | pgalera@anaheim.net

Whittier Blvd., Montebello
Electrical design for a 6 mile stretch of façade and streetscape revitalization to mixed use residential, store front, and commercial segments along the strip.

Sam Kouri | City of Montebello | (323) 887-1460 | skouri@cityofmontebello.com

SR55 Downtown Gateway
New LED landscape, median and roadway lighting and infrastructure

Bart Mejia | City of Costa Mesa | (714) 754-5291 | BMejia@ci.costa-mesa.ca.us

Redlands Wastewater Treatment Plant Generator
New Generator Set Design for a 1.25 MW generator system at the city's Central Wastewater Plant.

Greg Brooks | City of Redlands | 909-798-7584 | gbrooks@cityofredlands.org

SMITH-EMERY LABORATORIES
An Independent Commercial Testing Laboratory, Established 1904

Josh Greeley | *Field Technician*

Mr. Greeley is a valued member of our team and he excels at his duties as a Field Testing Technician. Josh is proficient with public works and private sector projects and their various requirements. His duties include, but are not limited to: soils testing, asphalt testing, concrete testing and pull/torque testing. Josh has worked with Smith-Emery since 2006, and is an asset to any project team.

Licenses and Certifications

Nuclear Gauge Certification – #46183
American Concrete Institute Field Testing Technician – Grade I Certification
Railroad Safety Certification
Caltrans 539 – Sampling Freshly Mixed Concrete
Caltrans 540 – PCC Cylinder Fabrication
Caltrans 523 – Flexural Strength Concrete
Caltrans 524 – Flexural Strength Rapid Set PCC
Caltrans 556 – Test of Slump of Fresh PCC
Caltrans 557 – Test for Temperature of Freshly Mixed PCC
Caltrans 231 – Test for Soil and aggregate density
Caltrans 375 – Test for Asphalt Density
Caltrans 125 – Sampling Materials

City of Irvine – Certification No.: 2655
Concrete Certification
Asphalt Certification

Project Experience

-
- University of California Riverside - Riverside, California
- California State Polytechnic University, Pomona / Student Services Building – Pomona, California
- Granite Hills Pipe line - Jurupa, California
- Upland Reservoir, Upland, California
- Orange County Great Park, Sports Park – Irvine, California
- OCPC Broadcom, Irvine Campus – Irvine, California
- The Current Apartments – Long Beach, California
- City of Downey, Lakewood Boulevard Improvement Phase 3B – Downey, California
- City of Garden Grove, Brookhurst Street Rehabilitation – Garden Grove, California
- City of Fullerton, Elm and Malden Area Sewer and Street Imrovement – Fullerton, California
- Orange County Great Park, Palm Court – Irvine, California
- City of Fullerton, Muckenthaler Mansion – Fullerton, California
- Port of Long Beach, Oxy Wells Removal – Long Beach, California
- Port of Long Beach, Piers "E," "F," "G," and "T" – Long Beach, California
- Orange County Great Park, Coverage K – Irvine, California
- City of Fullerton, Fullerton Community Center – Fullerton, California
- Long Beach Airport, Air Carrier Ramp– Long Beach, California
- Transportation Center Parking Expansion – Fullerton, California
- Long Beach Airport, Taxiway G – Long Beach, California

Michael Putt, PG, CEG
Principal Geologist



EDUCATION

B.S., Geology, 1997, California State University, Fullerton

Applied Rock Slope Engineering Short Course, 2006, Association of Engineering Geologists, California

REGISTRATIONS/ CERTIFICATIONS

PG 7581 (California)

CEG 2341 (California)

Radiological Safety and Gauge Use Certification, 1997

PROFESSIONAL AFFILIATIONS

South Coast Geological Society

Mr. Putt is a Principal Geologist with Ninyo & Moore and has extensive experience in providing engineering geology consultation in Southern California. Mr. Putt has extensive experience on a variety of project types, including highways, bridges, bore and jack tunneled undercrossings, hillside and flat-land mass grading projects for residential, commercial, and industrial developments, pipelines, and forensic investigations. Mr. Putt performs project administration and management, prepares and reviews geologic and geotechnical reports and provides third party review services for geotechnical reports. He conducts geologic and geotechnical field evaluations, including detailed logging of large- and small-diameter borings and trenches, and geologic evaluation/mapping. Projects have included fault hazard evaluations, landslide studies, slope stability analysis, seismic refraction studies, geologic reconnaissance studies, forensic evaluations, and construction and inspection services.

EXPERIENCE

South Coast Water District, Lift Station No. 2, Laguna Niguel, California: Served as Principal-in-Charge providing geotechnical consulting services for the rehabilitation of the South Coast Water District (SCWD) Lift Station No. 2 Force Main in Laguna Niguel and Laguna Beach, California. The project involved the rehabilitation of the existing SCWD force main between Lift Station No. 2 and the South Orange County Wastewater Authority Coastal Treatment Plant. The force main consists of approximately 5,970 feet of 20-inch wide polyurethane-lined, polyethylene wrapped, class 250 Ductile Iron pipe that was constructed in 1992.

South Coast Water District, Soil Disposal Site and Administration Building, Dana Point, California: Principal Geologist provided recommendations for remedial grading to be performed prior to placing new fill at Lot "B" located on South Coast SCWD's San Juan Creek Property in Dana Point, California. Lot B was used to dispose of soil that was being generated from an off-site tunneling project being performed by SCWD and that SCWD was planning to place the soil generated from the tunneling operation as an engineered fill. The site was to be used by SCWD for new improvements in the future. Services consisted of review of readily available background materials, geotechnical reconnaissance of the project area to evaluate the surface conditions, subsurface exploration, and preparation of a technical memorandum presenting general information regarding the geologic and seismic conditions of the subject site.

Irvine Ranch Water District, On-Call Geotechnical Engineering Services, Irvine, California: Principal Geologist retained for as-needed geotechnical engineering services that involved evaluations for design of new facilities or upgrades to existing facilities, including pipelines, pump stations, reservoirs and various related structures. Geotechnical design investigations have involved field exploration, laboratory testing, seismic and geologic hazard assessment, and geotechnical engineering.

City of Yorba Linda, On-Call Geotechnical and Materials Testing Services, Yorba Linda, California: Served as Principal Geologist retained for on-call engineering, geotechnical and materials testing and deputy inspection, as well as environmental consulting services during the various construction and reconstruction type pro-jects located throughout the City of Yorba Linda. Mr. Putt provided input and review during evaluation of soil and geologic conditions and preparation of geotechnical recommendations for proposed geotechnical findings, conclusions, and recommendations for the project



John Robinson, Principal

JOHN ROBINSON Consulting, Inc.

PROFESSIONAL REGISTRATION
Engineering-in-Training, CA
2016 Recycled Water Advocate of the Year - WateReuse
IEUA On-Site Supervisor Trained

AFFLIATIONS
Former CWEA Los Angeles Basin Section (LABS), President
Former WateReuse Association, Inland Empire Chapter, Trustee
Former WateReuse California Board Member

EDUCATION
Bachelor of Science, Civil Engineering
California State University, Long Beach

John has approximately 30 years of experience in engineering consulting, construction management, project leadership/project management, operational/fiscal management and market sector strategy development focused most recently on obtaining local, State and Federal grants and/or loans for public agencies and special districts.

John has worked on recycled water retrofits and has completed over 800 recycled water customer conversions (i.e., water through the meter), as well as completed and additional 2,000 recycled water customer conversion assessments. He specializes in assisting clients with identifying and assessing customers, evaluating potential non-potable reuse system components as well as managed the customer development for all customer conversions; developed recycled water conversion plans worked with customers and developed conversion construction costs. John has developed and conducted training seminars for both client staff as well as end use customers. He is particularly adept at working closely with DDW and local regulatory agencies such as County of Riverside for coordination of site issues and approvals and he understands how to make the regulatory approval process go smoothly.

Relevant Work Experience

Jurupa Community Services District (JCSD), CA - Recycled Water Program Development and Customer Development. (2021-Present)

Mr. Robinson was the Project Manager for the Recycled Water Program development. First phase performing recycled water customer assessments on 30 medians/parkways, 10 parks and 8 schools within the City of Eastvale and City of Jurupa Valley as well as the development of the Master Engineering Report. Additional scope of work including construction plan and specifications development, construction cost estimates, final cross-connection testing, DDW coordination, development of Rules and Regulations and Standard Details as well as the Recycled Water User Manual for JCSD. The project consisted of the design, permitting and construction of 48 recycled water customer retrofits (medians/parkways, parks and schools) which resulted in 600 acre-feet per year of recycled water use to JCSD's future recycled water distribution system. In addition, the project meet the requirements of its grant funding obligations under the MWD On-Site Retrofit funding program.

West Basin Municipal Water District (WBMWD), CA - Recycled Water Customer Development (2011 to On-Going).

Deputy Project Manager since 2011 as a subconsultant to Woodard & Curran developing onsite drawings & supplemental engineering reports, performing site inspections with LA County Department of Public Health and coordinating projects. John has been assisting worked as an extension of WBMWD staff to manage 100+ customer conversions of parks, schools, power-plants, dual-plumbed buildings, car washes, baseball fields, and a race-track. John has provided support directly to customers, including hydraulic modeling of onsite systems, site supervisor training, as well as engineering support for recycled water feasibility studies. John has provided assistance to West Basin on RFP development for Operations Staff. In addition, the project meet the

requirements of its grant funding obligations under the MWD Local Resource Program funding program for several of the projects that have been completed between 2011 to present.

Fontana Water Company (FWC), Recycled Water Program and Customer Development (2015-2020).

Mr. Robinson was the Project Manager for the Recycled Water Program development. First phase performing recycled water customer assessments on 17 medians/parkways and 8 parks within the City of Fontana as well as the development of the Master Engineering Report. Second phase including construction plan and specifications development, construction cost estimates, final cross-connection testing, DDW coordination, development of Rules and Regulations and Standard Details as well as the Recycled Water User Manual for the FWC. The project consisted of the design, permitting and construction of 32 recycled water customer retrofits (medians/parkways, parks and schools) which resulted in 400 acre-feet per year of recycled water use to FWC's recycled water distribution system. John developed a training seminar for FWC and customer staff on recycled water uses for irrigation applications. In addition, the project meet the requirements of its grant funding obligations under the MWD On-Site Retrofit funding program.

City of San Juan Capistrano (CoSJC), Utilities Department, Recycled Water Program ad Recycled Water Conversion Project (2016-On-Going).

Mr. Robinson was the customer retrofit and certified cross connection specialist responsible for performing development of the Master Engineering Report, site evaluations, construction plan and specifications development, construction cost estimates, preliminary and final cross-connection testing, DDW and OCHCA coordination, development of Rules and Regulations as was as the Recycled Water User Manual for the CoSJC. The project consisted of the design, permitting and construction of 36 recycled water customer retrofits (golf course, HOAs, parks, schools and commercial landscape) which resulted in 600 acre-feet per year of potential recycled water use to the CoSJC's Recycled water distribution system. In addition, the project meet the requirements of its grant funding obligations under the Orange County Integrated Regional Water Management Implementation Program.

Upper San Gabriel Valley Municipal Water District, Recycled Water Program and Recycled Water Conversion Project (Phase I, Phase IIA and Phase IIB) (2002-2020):

Phase I and Phase 1A - Recycled Water Project

Mr. Robinson as the Program Manager coordinated with the USGVMWD to develop and complete both Phase 1 and Phase 1A Projects. The two projects consisted of the design, permitting and construction of 4 recycled water customer retrofits (Rose Hills Memorial Park & Cemetery, Rio Hondo College, elementary school and industrial storage complex irrigation system) which resulted in 1,260 acre-feet per year of potential recycled water use. The facilities for the project include 12,000 linear feet of pipeline, on-site retrofit construction including potable water system for hose bibs at Gate 1 of Rose Hills. Worked closely with Central Basin MWD (point of connection to recycled water), San Gabriel Valley Water Company and Los Angeles County DPH to maximize reclaimed water use for commercial/industrial applications. In addition, the project meet the requirements of its grant funding obligations under the original MWD On-Site Retrofit funding program.

Phase IIA and Phase IIA Expansion - Whittier Narrows Water Recycling Project

Mr. Robinson as the Program Manager coordinated with the USGVMWD to develop and complete Phase IIA and Phase IIA Expansion Projects. The two projects consisted of the design, permitting and construction of 18 recycled water customer retrofits (parks, schools, corporate headquarters for SCE and Panda Inn, local college, medians/parkways) which resulted in 1,610 acre-feet per year of potential recycled water use. The facilities included a pump station at the County Sanitation Districts of Los Angeles County Whittier Narrows Water Reclamation Plant, approximately 18,000 linear feet of pipeline and on-site retrofit construction. In addition, the project meet the requirements of its grant funding obligations under the MWD Local Resource Program funding program.

Phase IIB - City of Industry Water Recycling Project

Mr. Robinson as the Program Manager coordinated with the USGVMWD to develop and complete Phase IIB Project. The project consisted of the design, permitting and construction of 22 recycled water customer retrofits (parks, schools, golf courses and medians/parkways) which resulted in ultimate demand of 1,600 acre-feet per year of potential recycled water use. The facilities included a pump station at the County Sanitation Districts of Los Angeles County San Jose Creek Water Reclamation Plant, approximately 24,000 linear feet of pipeline, two

reservoirs and on-site retrofit construction. In addition, the project meet the requirements of its grant funding obligations under the MWD Local Resource Program funding program.

Central Basin Municipal Water District (CBMWD) Recycled Water Program Development and Customer Development. (1993-1997)

Project Manager/Engineer for identification and conversion of 133 recycled water use customers for over 8,000 acre-feet per year demand. Program including the development of the Rules, Regulations and Standard details, design of on-site retrofits for recycled water irrigation systems and disconnection from potable water system. Worked closely with users, DDW and LA County DPH to maximize reclaimed water use for commercial/industrial applications for Central Basin MWD. Developed CBMWD's first Recycled Water User's Manual. In addition, the project meet the requirements of its grant funding obligations under the MWD Local Resource Program funding program.

Project Manager, Regional Recycled Water Distribution System Facilities, Inland Empire Utilities Agency, CA

Project Manager for identification of 95 customers and conversion of eight recycled water use customers, including design of on-site retrofits for recycled water irrigation systems and disconnection from potable water system. Worked closely with users and DDW to maximize recycled water use for commercial/industrial applications. Customers to date include Reliant Resources, Inland Paper & Packaging Inc. Kaiser Permanente, Ontario facility for cooling towers and Frito Lay in Rancho Cucamonga. The on-going IEUA recycled water use customer development program encompasses the Cities of Ontario, Chino, Chino Hills, Rancho Cucamonga, and portions of Fontana and Montclair.

San Gabriel Valley Water Company (SGVWC), Customer Development (2019-2020).

Mr. Robinson was the Project Manager for the conversion of 13 recycled water customers in the City of South El Monte. First phase performing recycled water customer assessments on multiple parks, two schools, City Hall, Aquatics Center, Community Center, Senior Center and local hospital. Second phase including construction plan and specifications development, construction cost estimates, final cross-connection testing, and Los Angeles County DPH coordination. The project consisted of the design, permitting and construction of 13 recycled water customer retrofits which resulted in 80 acre-feet per year of recycled water use to SGVWC's recycled water distribution system. In addition, the project meet the requirements of its grant funding obligations under the MWD On-Site Retrofit funding program.

City of Simi Valley (CoSV), Customer Development (2016-2018).

Mr. Robinson was the Project Manager for the site investigation for 8 conversion of recycled water customers in the City of Simi Valley. First phase performing recycled water customer assessments/site investigation on multiple parks, two golf courses, and multiple schools). The project consisted of the customer evaluation in order to support the recycled water master plan and recycled water pipeline design being designed by others. The recycled water customer retrofits ultimately will in approximately 400 acre-feet per year of recycled water use to the CoSV's recycled water distribution system. In addition, the project meet the requirements of its grant funding obligations under the MWD On-Site Retrofit funding program.

City of Oceanside (CoO), San Luis Rey Water Recycling Facility Conversion (2019)

Mr. Robinson was the Project Manager for the conversion of the 3W water and irrigation system at the San Luis Rey Water Recycling Facility. First phase performing recycled water customer assessments/site investigation on a facility with poor as-builts. The project consisted of the customer evaluation to develop on-site retrofit drawings of the entire facility. The recycled water customer retrofit allowed approximately 50 acre-feet per year of recycled water use to the CoO's recycled water distribution system. The project required the coordination with the CoO's staff and County of San Diego Department of Environmental Health.

Los Angeles Department of Water and Power (LADWP), Customer Development (1995-1997).

Project Engineer/Manager for recycled water customer site assessments/plans and development of conversion construction costs for all customers in the Westwood area. Customers included Department of Airport landscaping, Westchester golf course, parks, medians/parkways and Loyola Marymount University. The project consisted of the design, permitting and construction of 8 recycled water customer retrofits which resulted in approximately 200 acre-feet per year of recycled water use to LADWP's recycled water distribution system.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Design Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

ALBERT A. WEBB ASSOCIATES

Fee Schedule

CLASSIFICATION	Rates $/Hour
Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	
Principal II	312.00
Principal I	298.00
Senior III	280.00
Senior II	267.00
Senior I	258.00
Associate III	240.00
Associate II	229.00
Associate I	217.00
Assistant V	196.00
Assistant IV	176.00
Assistant III	163.00
Assistant II	147.00
Assistant I	130.00
Survey Services	
2-Person Survey Party	326.00
1-Person Survey Party	234.00
Inspection Services	
Construction Manager II	280.00
Construction Manager I	200.00
Inspector (Non-Prevailing Wage)	141.00
Inspector Overtime (Non-Prevailing Wage)	190.00
Inspector (Prevailing Wage)	152.00
Inspector Overtime (Prevailing Wage)	200.00
Administrative Services	
Project Coordinator	141.00
Administrative Assistant III	120.00
Administrative Assistant II	107.00
Administrative Assistant I	85.00
Other Direct Expenses	
Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant	385.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	36.00
In-House Delivery 1/2 Hour up to 1 Hour	70.00
In-House Delivery Over 1 Hour up to 2 Hours	130.00
In-House Delivery Over 2 Hours	185.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

* ***A FINANCE CHARGE*** *of 1 ½ % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.*

SCH 2023(07/01/2023)

CITY OF ONTARIO

303 EAST B STREET | ONTARIO, CALIFORNIA 91764

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____ __, **2024** by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **Ardurra Group, Inc.**, a **CORPORATION** with its principal place of business at **3737 Birch St, Suite 250, Newport Beach CA 92660** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional **engineering** design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an **engineer** in the State of California.

2.3 Project. City desires to engage Consultant to render such services for the **On-Call Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 **Engineer of Record.** Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultant hereby designates **Dolores Salgado, PE** (License No. **C 67536**) to act as the **Engineer of Record** for the Project. The **Engineer of Record** shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the **Engineer of Record** shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new **Engineer of Record** shall be of at least equal competence as the prior **Engineer of Record**. In the event that City and Consultant cannot agree as to the substitution of a new **Engineer of Record**, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the **Engineer of Record**, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Dolores Salgado, PE, Kaitlyn Leong, PE, Amy Czajkowski, PE, CCM, QSD/P, Scott Adamson, PE, QSD/P, Anders Egnese, PE, and Robert Weber, PE.**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Dennis Mejia, PE, Utilities Engineering Division Manager**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Six Hundred Thousand Dollars ($600,000)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review

the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain

registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

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

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

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any

subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

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

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

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

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

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

3.15.4 Automobile Liability

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

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

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

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

3.15.5 Workers' Compensation/Employer's Liability

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

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

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and

in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

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

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

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

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

3.15.8 Evidence Required

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

3.15.9 Policy Provisions Required

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

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

3.15.12 Subconsultant Insurance Requirements

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

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for **engineering** services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

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

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

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

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	**Ardurra Group, Inc.**
303 East "B" Street	**3737 Birch Street, Suite 250**
Ontario, CA 91764	**Newport Beach, CA 92660**
Attn: **Dennis Mejia, PE, Utilities Engineering Division Manager**,	Attn: **Dolores Salgado**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

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

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which

are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ARDURRA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting engineers to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of six (6) qualified firms to assist with On-Call Design Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various disciplines (e.g. Engineering, Architecture, Construction, Hydraulic Modeling, Fire Flow Modeling, Feasibility Studies, etc.) with the intention of maintaining a list of multiple qualified prime engineering firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Design Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL DESIGN SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Design Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Design Services Agreement for further requirements.

Expected services to be provided under this on-call contract will be performed under a task order system, need to be designed following City Guidelines or associated governing agency guidelines, and may include:

Capital Improvement Project Division

- Feasibility Studies
    - Preparing and/or updating Guidance Documents for Utility Feasibility Studies and Technical Reports
- Environmental services for CEQA/NEPA
- Geotechnical Investigations
- Erosion Control and Storm Water Pollution Prevention Plans
- Permitting and Grant writing support
- Surveying and Mapping
    - ALTA Surveys
    - Easements, Right of Way Preparation, and Mapping
    - Topographic Mapping
    - Field Design Surveys
    - Boundary Surveying and Monumentation
    - Benchmarks and centerline tie information
    - Legal Descriptions and Exhibits
    - Construction Staking
    - Conduct Potholing Services
- Construction Documents Development
- Street Improvements and Highway Design Engineering
- Civil, mechanical, electrical, structural, instrumentation design using AutoCAD 2023 or later
    - Transmission, Collection & Distribution Pipelines (water, sewer, recycled water, storm drain, etc.) facilities including water pipelines (transmission and distribution)
    - Groundwater Wells
    - Pump Stations
    - Pressure Reducing Stations
    - Reservoirs
    - Sewer Lift Stations
- Construction Engineering Support Services
    - Provide RFI review and response services
    - Submittal review and response services

- Project coordination services with City hired Construction Manager
- Final inspection and punch list services
- Convert Contractor's redlines to record drawings

Planning and Land Development Division

- Master planning to include infrastructure master plans
  - Hydraulic Modeling
  - Flow Monitoring
  - Demand factor assessment
- Asset management program support
- Risk and Resilience Assessment
- Site Security Assessment
- Emergency Response Plan
- Facilities Condition Assessment
- Updating City Water and Sewer GIS
- Hydrology and Drainage Engineering
  - Hydraulic modeling and GIS support services conforming with San Bernardino County Hydrology Manual
  - Hydrology Studies and hydrologic calculations
  - Hydrogeologic engineering services related to groundwater well rehabilitation and installation
- Hydraulic Modeling and Model Maintenance
  - The potable and recycled water model is in Innovyze InfoWater, the sewer model is in Innovyze InfoSewer, and both are running in the ArcMap 10.7.1 environment.
  - Updating Model Geometries using City Water and Sewer Atlas GIS shapefiles and Water and Sewer Improvement Construction/Record Drawings.
  - Updating Model Demands, Patterns, and Peaking Factors based on development and meter data.
  - Creating and Running New Scenarios.
  - Model Verification and Calibration to assure that the model can run properly.
  - Preparing Utility Hydraulic Analysis Studies and Reviews.
  - Reviewing OMUC Staff or Developer/Engineer modeling work and providing summary validation reports.
  - Peer Review of Utility Hydraulic Analysis Studies and Reviews, and Utility Feasibility and Technical Studies.
  - Fire Flow Analysis

Water Resources and Water Quality Division

- Water Resources Planning and Management Support Services
  - Urban Water Management Plans - Preparation, Updates, and Amendments
  - Water Supply Assessments and Written Verifications
  - Hydrogeological Studies and Geotechnical Engineering
  - Water Use Surveys
  - Wastewater Flow and Strength Studies
  - Water Conservation and Audits
  - Recycled Water Use Studies and compliance with State Water Board and Regional Water Quality Control Board requirements

- Laboratory Testing
- Water and Wastewater Low/High Flow Monitoring (On-site Private & Public)
- Water and Wastewater Quality Sampling (On-site Private & Public)
- Sewer System Management Plan Update
- Sewer System Management Plan Audit





CITY OF ONTARIO
SOUTHERN CALIFORNIA

PROPOSAL FOR THE

On-Call Design Services

CITY OF ONTARIO | RFP NO. 1740

FEBRUARY 2, 2024

Submitted by: Ardurra Group, Inc.

ARDURRA









01 EXECUTIVE SUMMARY

ARDURRA

01 EXECUTIVE SUMMARY

February 2, 2024

Omar Gonzalez, PE,CIP Manager
Ontario Municipal Utilities Company
1425 South Bon View Ave
Ontario, California 91761

RE: RFQ NO. 1740 | ON-CALL DESIGN SERVICES

Dear Mr. Gonzalez and Selection Panel Members:

It is with great pleasure and gratitude that I submit our proposal to renew our On-Call Engineering Services contract. Over the last five years, our team has remained consistent because we understand the value our expertise, knowledge of your Standards, and personal relationships with OMUC staff, adds to the success of your projects. Our team will continue to go the extra mile, not taking for granted the trusted relationships and our reputation of delivering high quality projects on-time and within budget. Our team continues to offer you the following:

Multi-Discipline Team to Meet Task Order Needs. Our deep bench of professionals offers comprehensive resources to meet the needs and objectives of the City for all water, recycled water, sewer, water treatment, and general facility needs. We have the availability and experience to manage various project types and scale as required to support major or minor capital projects.

Capacity to Execute the Work. As shown in our Team Organizational Chart, we have experienced staff assigned to each key role of the project. Each staff member is an expert in their respective field and ready and available to work on your project without delay. The key team members are supported by Ardurra's California operational team, which includes over 200 professionals and our cadre of experienced subconsultants that will fulfill specialized roles on the project. We can scale as needed based on each task order.

Successful History of Implementing Capital Related Improvements and On-Call Projects including the past City of Ontario On-call. Our team of experts has worked together to provide full-service on-call engineering services for multiple public agencies and has serviced the City of Ontario since 2019. Our philosophy is to protect the City's interests, minimize risks, provide cost-effective solutions, and maintain compliance to provide the City with long-term value for their investments.

Innovation and Experience for Long-Term Water Management and Reliability. Understanding the interconnectedness of all water, including surface water, groundwater, stormwater, and wastewater, is critical to adapting to the City's need to deliver reliable, economical, high-quality water to its customers. Our Project Manager, Dolores Salgado, PE, is familiar with the City of Ontario, having successfully completed numerous projects for the City. Our Deputy Project Manager, Kaitlyn Leong, PE, has 10+ years of experience planning and designing water infrastructure projects. Our Water Resources team offers the City the technical expertise and hands-on experience in water/sewer projects and has completed award-winning projects.

Vested Interest and Dedication to See the Project Through to Successful Completion. Having performed prior design projects for the City, Ardurra has a vested interest in the success of all your projects. As a relationship-based organization, we will work tirelessly to ensure the goals of the project and City are met.

On behalf of our team, we look forward to the opportunity to work with you to execute this project. The proposed team members have all worked together on past projects of similar scope and size, and are enthusiastic about working with the City on this On-Call Design project. Please contact me at 661.748.3893 or email me at dsalgado@ardurra.com if you have any questions about our proposal.

Sincerely,

Dolores Salgado, PE
Project Director | Client Services Manager
dsalgado@ardurra.com
661.748.3898

Robert S. Weber, PE
Southwest Water Practice Director
rweber@ardurra.com
858.842.6978



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ARDURRA

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03 IDENTIFICATION OF THE PROPOSER

ARDURRA

03 IDENTIFICATION OF PROPOSER

MEET ARDURRA

Ardurra Group, Inc. (Ardurra) is a relationship-based, professional services organization primarily serving public water and wastewater agency clients for the past 45 years. With 1450+ employees in 78 offices nationwide, Ardurra is a Top 500 ENR-ranked, rapidly growing company of experts, engineers, and design professionals committed to delivering quality services and practical solutions. Over the last three years, we have tripled in size through organic growth and strategic acquisitions that have expanded our resources, capabilities, and geographic reach. Our staff is our greatest resource, and we continue to grow to meet the needs of our clients.

The majority of our work is with public agencies. We not only have the specific related experience to provide On-Call services but have taken the time to understand the City's objectives.

Responsiveness - We are there when you need us!
As we intend to demonstrate, Ardurra is proud of the reputation we have established and the style in which we deliver our services based on the investment and ownership responsibility we place on every single project. We are motivated to exceed the City's expectations. With offices throughout California, the Ardurra team provides local subject matter experts with the availability and resources to be responsive to the City's needs. We can provide on-the-spot assistance with an emergency situation or a fast-track project while maintaining sufficient staff and resources to manage large multi-discipline projects. Our geographic proximity to the City makes it ideal for us to be available to attend in-person meetings and readily accessible to be in the field as needed.

Local In-House Capabilities to Meet Task Order Needs
Our in-house capabilities include project management, civil, mechanical, and electrical engineering and design, as-needed municipal "staff extension" services, water and wastewater master planning and hydraulic modeling, traffic and transportation engineering, plan checking, CEQA/NEPA compliance, regulatory permitting, GIS design and implementation, sewer flow monitoring, survey, and construction management and inspection services. We also have established relationships with several recognized specialty firms that support us with additional disciplines and services as needed.

Our Commitment
Ardurra provides full-spectrum services to assist our clients from planning through construction. From our substantial experience in planning, designing, and managing public infrastructure undertakings, we understand that projects today are driven by a balance of economic, environmental, social, and political factors. We believe in working in partnership with our clients to meet these challenges. We offer the City a commitment to responsiveness, quality, and forward-thinking solutions to deliver innovative projects that meet budget and schedule expectations.

COMPANY INFORMATION

A. Legal Name and Address:

Corporate Address: Ardurra Group, Inc
4921 Memorial Highway #300
Tampa, FL 33634

Local Address: 3737 Birch Street, Suite 250
Newport Beach, CA 92660

B. Legal Form of Company: Corporation

C. Parent Company: Not applicable

D. Proposed Representative

Dolores Salgado, PE, Project Director
3737 Birch Street, Suite 250
Newport Beach, CA 92660
dsalgado@ardurra.com
(661) 748-3898

E. City Business License Number: 12435960

2023 ENR SOURCEBOOK RANKINGS

2023 ENR TOP 500

#89 OVERALL

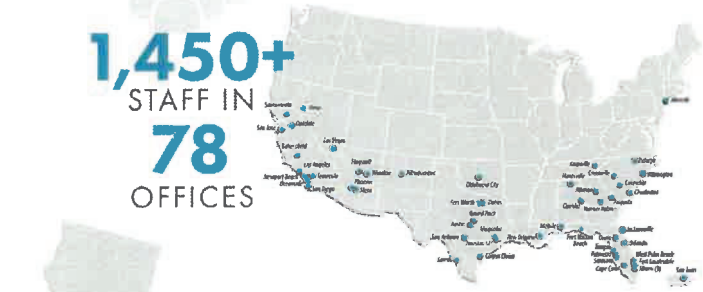
#71 TOP 100 PURE DESIGNERS

#20 WATER

#17 SEWER & WASTE

NATIONWIDE OPERATIONS

1,450+ STAFF IN 78 OFFICES



SOUTHWEST US OPERATIONS



200 STAFF IN 9 OFFICES

PROVIDED SERVICES TO 300 AGENCIES THROUGHOUT CALIFORNIA



04 STAFFING RESOURCES

ARDURRA

04 STAFFING RESOURCES

A. Firm Staffing and Key Personnel

Ardurra has assembled a team with the technical expertise, local knowledge, and dedicated resources to deliver a successful project. The Design Leads and support staff are led by Dolores Salgado and Kaitlyn Leong, Deputy Project Manager, who will act as the primary contact for City staff, providing consistency in the project deliverables that meet City needs and requirements. Depending on the scope of work, a specialty Design Lead will be assigned to coordinate activities within the team and will be responsible for developing progress and final submittals, coordination meetings, and status reports. Moreover, we offer a Quality Management Team to provide oversight and quality design reviews to minimize project delays.

Dolores, Kaitlyn, and the team provide proactive project solutions that help minimize disruptions, costs, and impacts to stakeholders. In addition to our technical leads, Dolores Salgado will serve as the Project Manager, whose familiar background with the City provides valuable insight to deploy the right resources efficiently.

Our team is familiar with the City's operations and expectations, having worked on previous projects. We offer the City a unique understanding of project requirements, no learning curve, and ease of third-party and stakeholder coordination to expedite permitting and the schedule. Our design team and specialty experts are available to help expedite environmental clearance, permitting, and utilities coordination.

The organization chart illustrates the roles and relationships between the City, our key personnel, and subconsultants. It identifies the principal personnel - Dolores, Kaitlyn, and Rob who will work directly with the City.

Staff Assigned to Perform Services & Firm Capacity

We bring the right expertise to execute this project's related scope of services. Most notably, our proposed key staff is currently available, and should the need arise, we are open to engaging firm-wide resources.

Our overall OMUC & City-focused client approach allows us to be responsive and adaptable. We have embodied this by showing flexibility to adapt to client initiated changes in scope, project timelines, and deliverables and deploying team members where needed at your request. We share the goal of minimizing project disruptions and risks.

Team Organization

LEGEND

- Key Personnel/Directly Working With the City
- Principal Individual

CITY OF ONTARIO SOUTHERN CALIFORNIA



Dolores Salgado, PE
Project Director / Project Manager



Kaitlyn Leong, PE
Deputy *Project Manager*

QUALITY MANAGEMENT TEAM



Amy Czajkowski, PE, CCM, QSD/P
Constructability Reviews



Scott Adamson, PE, QSD/P
Constructability Reviews



Anders Egnese, PE
Design Reviews



Robert Weber, PE
Design Reviews

DESIGN LEADS

Water/Recycled Pipelines
Dalia Mulato

Sewer Gravity Pipe and Force Mains
Marco Cruzatt, EIT

Storage Reservoirs
Robert Weber, PE

Pump Stations
Richard Kennedy, PE

Water Treatment
Yue Sun, PE, BCEE

Wastewater Treatment
Bo Zhang, PE

Groundwater Wells
Aric Gnesa, PE, DBIA

Groundwater Recharge
Ryan Huston, PE

DESIGN ENGINEERS

Engineers
Chris Eccels, PE
John Kammeyer
Leah Russell
Omar Khelifi
Christian Minerman, EIT
Dustin Payne, PE
Viet Duy Vo
Cameron Brantz
Manny Limaco
Melesio Ballardo
Jeremy Monroe
Daniel Gutierrez

CAD I/II
Terry Sweitzer
David Nguyen

Engineering Administrator
Hope Hook

SPECIALTY SERVICES

Master Planning/ Hydraulic Modeling
Cynthia Peraza, PE
Shymala Raveendran, PE

Flow Monitoring
Chuck Reuck

Electrical
Tim Campbell

Instrumentation & SCADA
Chad Morris, PE

Plan Checking & Map Reviews
Brad Waldrop
Kevin Cole
Jose Hernandez

General Civil
Anissa Voyiatzes, PE, QSD, ENV SP
Jose Hernandez

Environmental/CEQA/NEPA
Lori Trottier, AICP CEP
Riley Christie, ENV SP, LEED AP ND

Permitting & Grant Writing Support
Amy Czajkowski, PE, CCM, QSD/P
Kaitlyn Leong, PE

SPECIALTY SUBCONSULTANTS

Surveyor
O'Day Consultants, Inc

Geotechnical
Converse

Potholing
AirX Utility Surveyors, Inc

Hydrogeology & Groundwater
Thomas Harder

Structural
Kelsey Structural

Trenchless
Bennett Trenchless

Cultural & Historical Studies
BCR Consulting, LLC

Biological Studies
ELMT Consulting, Inc.

Noise Impact
Ganddini Group, Inc

Air Quality/GHG/Energy
Ganddini Group, Inc

Corrosion/Cathodic Protection/Condition Assessment
RF Yeager Engineering

Benefits of Our Team

History Working With OMUC
Since 2019, our team has been working actively with the City

Knowledge of City Operations & Staff
Our team prepared has great working relations with Ops Staff

Proven Ability to Deliver OMUC Projects
Our responsive team has successfully delivered several City projects on-time and within budget

PROVIDING THE RIGHT BLEND OF LOCAL KNOWLEDGE AND TECHNICAL EXPERTISE WITH THE AVAILABILITY TO DELIVER SUCCESSFUL PROJECTS



Principal Individuals — Past Experience Working with the City



DOLORES SALGADO, PE

PROJECT DIRECTOR/PROJECT MANAGER

YEARS OF EXPERIENCE:
25 years

Dolores has over 25 years of experience planning and designing water pipeline, sewer, and civil transportation projects. Her civil transportation experience includes light rail transit and bus rapid transit. Water and sewer experience includes water distribution and sewer collection facilities.

VALUE TO THE CITY
- ✓ Knowledge of OMUC procedures
- ✓ Proven leadership skills
- ✓ Track record of successful project delivery

RELEVANT PROJECTS
- On-Call Professional Engineering Services, Ontario Municipal Utilities Company
- Ontario Ranch Phase 2 Water Main Improvements, OMUC
- San Antonio Ave 30-inch Diameter Transmission Water Main, OMUC



KAITLYN LEONG, PE

DEPUTY PM/GRANT WRITING/PERMITTING

YEARS OF EXPERIENCE:
10 years

Kaitlyn brings ten years of experience in the design of water and sewer projects. Her water and sewer experience includes water storage, conveyance and distribution, and sewer collection facilities. She commits to understanding her clients' needs and preferences. She systematically maneuvers her clients' projects through varying project phases – permitting, community acceptance, gaining approval, and through project completion. She has completed numerous pipeline designs, including complicated horizontal and vertical alignments and through congested utility corridors.

VALUE TO THE CITY
- ✓ Proven Project Manager for OMUC/City of Ontario Projects
- ✓ Knowledge of City of Operations, Design Standards, and Technical Specifications
- ✓ Organized, focused, and committed to meeting project deadlines

RELEVANT PROJECTS
- UT 1050 42-inch Diameter TWM Alignment Study, OMUC
- UT1065 and UT1066 Water Main Improvements, OMUC
- UT1067, UT1069, and UT170 Sewer Main Improvements, OMUC
- UT1072 Euclid Avenue Downtown Recycled Water Improvements, OMUC
- On-Call Professional Engineering Services, Ontario Municipal Utilities Company



ROBERT WEBER, PE

QUALITY MANAGEMENT - DESIGN REVIEWS

YEARS OF EXPERIENCE:
33 years

As Quality Manager, Rob brings 33 years of civil engineering and project management experience on various water, wastewater, and recycled water projects. He has been involved in the design of several award-winning projects, and the thoroughness and thoughtfulness he brings to his projects result from his dedication and commitment to providing the client with the best possible project.

VALUE TO THE CITY
- ✓ Proven leader in a changing industry
- ✓ Commitment and dedication to client-service
- ✓ Excellent communication skills

RELEVANT PROJECTS
- As-Needed Professional Engineering Design Services, Leucadia Waste Water District
- As-Needed Engineering and Design, City of Anaheim
- On-Call Professional Engineering Services, Ontario Municipal Utilities Company

Design Leads/Key Personnel



ANDERS EGENSE, PE

QUALITY MANAGEMENT - DESIGN REVIEWS

YEARS OF EXPERIENCE:
40 years

Anders provides specialized experience in the planning and design of water supply projects. Ander's role at Ardurra is exclusively focused on quality assurance and quality control. He will be a dedicated quality reviewer for the project and verify that the design standards comply with regulatory and the City's standards.

VALUE TO THE CITY
- ✓ 40 years of water planning & design experience
- ✓ Extensive QA/QC experience with attention to detail
- ✓ Dedication to quality and effectively manages project risks, and controls, construction and operational costs

RELEVANT PROJECTS
- Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District, CA
- Lester J. Berglund Water Treatment Plant Clearwell Upgrades, City of Poway
- Recycled Water Plan Check Support Services and Standard Procedures Development, EMWD



AMY CZAJKOWSKI, PE, CCM, QSD/P

QUALITY MANAGEMENT - CONSTRUCTABILITY REVIEWS

YEARS OF EXPERIENCE:
30 years

Serving water districts, municipalities, and purveyors, Amy has gained recognition for system planning, design engineering, and construction management of public water and wastewater infrastructure projects. Her engineering design experience includes conveyance systems, pump and lift stations, reservoir storage, and treatment facilities. Her on-site construction experience and extensive research of material and equipment performance allow her to avoid constructability problems and reduce costs.

VALUE TO THE CITY
- ✓ Certified Construction Manager to verify compliance, maintain safety and quality
- ✓ Extensive experience with CM for grant funded projects and compliance requirements
- ✓ Instructor for CMAA Certified Construction Manager (CCM) course

RELEVANT PROJECTS
- As-Needed Engineering and Design, City of Anaheim
- Third-Party CM & Inspection Services at Margaret H. Chandler Water Reclamation Plant, San Bernardino Municipal Water Dept.
- San Antonio Ave 30-inch Diameter Transmission Water Main, OMUC



SCOTT ADAMSON, PE, QSD/P

QUALITY MANAGEMENT - CONSTRUCTABILITY REVIEWS

Scott is an expert in providing construction management, resident engineering, inspection, and design of small and large civil engineering public works projects, emphasizing street improvements, water and sewer repair and rehabilitation, and storm drain construction. He is familiar with challenging public works engineering issues such as franchise utilities, NPDES requirements, public relations, right-of-way, private property issues, council concerns, and various outside grant and funding requirements, including SRF and FHWA funding programs.

VALUE TO THE CITY
- ✓ Practical, real world construction experience that will prove invaluable to any task order
- ✓ Current on Caltrans Local Assistance Procedures and Water Pollution Control requirements
- ✓ 25 years of construction management, resident engineering, inspection, and design of small and large public works projects

RELEVANT PROJECTS
- San Antonio Ave 30-inch Diameter Transmission Water Main, OMUC
- UT1065 and UT1066 Water Main Improvements, OMUC
- UT1067, UT1069, and UT170 Sewer Main Improvements, OMUC



DALIA MULATO

WATER/RECYCLED PIPELINES

YEARS OF EXPERIENCE:
7 years

Dalia has seven years of experience preparing thorough PS&E documents on various projects, including water pipelines and sewer gravity mains. Dalia is knowledgeable in developing details and pipeline plans and profile drawings, development of detailed cost estimates, preparation of preliminary design reports, and permit coordination. Additionally, she has extensive knowledge of AutoCAD, Revit, Google SketchUp, and GIS.

VALUE TO THE CITY

- ✓ Proficient in pipeline design
- ✓ Extensive knowledge of Audocad, Revit, SketchUp, and GIS
- ✓ Proven track record of project delivery

RELEVANT PROJECTS

- San Antonio Ave 30-inch Diameter Transmission Water Main, OMUC
- Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario
- UT1065 and UT1066 Water Main Improvements, OMUC



MARCO CRUZATT, EIT

SEWER GRAVITY PIPE AND FORCE MAINS

YEARS OF EXPERIENCE:
15 years

Marco has 15 years of experience in Land Development projects and Construction Administration. He has worked on and managed small-residential to large-scale projects. Marco can take a project from the planning phase to the construction phase. He's well versed with government agency requirements and highly proficient in Civil 3D and MicroStation software.

VALUE TO THE CITY

- ✓ Experienced with off-site improvements, grading and drainage, utilities, and roadway design
- ✓ Well versed in design and public agency standards
- ✓ Experience leading teams in a design role

RELEVANT PROJECTS

- Topanga Lagoon Restoration Project, Los Angeles County, CA
- Five Point Valencia Commerce Center, Newhall Ranch, CA
- Cage Avenue- New Bridge and Street Widening, City of Bell, CA



RICHARD KENNEDY, PE

PUMP STATIONS

YEARS OF EXPERIENCE:
47 years

Richard has managed the design of more than 15 new and retrofit pump station projects ranging in size from 400 gpm to over 400 MGD, with various types of pumps and drive configurations. He has managed the design of new and retrofit water treatment plant projects. He specializes in mechanical process equipment of all kinds. He prides himself in working closely with his clients and ensuring the design team understands the project's critical issues. He is dedicated to delivering detailed and quality bid packages.

VALUE TO THE CITY

- ✓ Has successfully obtained over $5M in grant funding
- ✓ Experience in design and quality assurance management for various municipal projects
- ✓ Mechanical expert

RELEVANT PROJECTS

- Lester J. Berglund Water Treatment Plant, Chemical Building, and Tank Farm Upgrades, City of Poway
- Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District, CA
- KSD Joint Venture: Carlsbad Desalination Project, Carlsbad, CA



YUE SUN, PE, BCEE

WATER TREATMENT

YEARS OF EXPERIENCE:
24 years

Yue is an expert in water and wastewater facility design, treatment process selection, hydraulic analysis, and water treatment bench scale and pilot studies. She has been involved in expanding and upgrading water and wastewater treatment plants nationwide, and her strengths include project planning, design management and coordination, and successful project delivery.

VALUE TO THE CITY

- ✓ Proven water and wastewater engineer
- ✓ Expert in bench and pilot testing, process selection, facility design, hydraulic analysis, and water quality management
- ✓ Expert in water quality control and regulatory compliance, and public water system monitoring program development

RELEVANT PROJECTS

- East Water Purification Plant Expansion to 350-MG, Houston TX
- Southeast Water Treatment Plant 80-MGD Expansion
- Wescalo Water Treatment Plant Expansion Evaluation



BO ZHANG, PE

WASTEWATER TREATMENT

YEARS OF EXPERIENCE:
22 years

Bo is a senior Water and Wastewater Process Engineer and Project Manager with 22 years of experience in condition assessment, capital improvement planning, evaluation, design, construction services, regulatory assistance, and governmental grants/loan application support for water and wastewater treatment and conveyance systems.

VALUE TO THE CITY

- ✓ Experienced wastewater treatment systems
- ✓ Over 20 years of experience in planning, evaluation, design, assessments of water treatment plants
- ✓ Technical expert in operational reliability, evaluation, design, and regulatory compliance

RELEVANT PROJECTS

- Design and Supply of Water Treatment Systems, La Crescenta, CA
- Development of New Growth Initiatives for GZE Assets, Irvine, CA
- Hopewell WWTP Upgrade, Hopewell, NJ



ARIC GNESA, PE, DBIA

GROUNDWATER WELLS

YEARS OF EXPERIENCE:
24 years

Aric has 24 years of professional experience in various engineering tasks and disciplines, including planning, design, and construction management of large and small-diameter (treated, raw water, and sewage) pipelines, pump stations, flow control facilities, and reservoirs. He is highly experienced in preparing DWSAP and drinking water permits, groundwater well testing, designing wellhead facilities, start-up testing, and commissioning drinking water wells.

VALUE TO THE CITY

- ✓ Hands-on experience in various water projects
- ✓ Thorough understanding of design standards, practices, and methods
- ✓ Specializes in preparation of plans, specifications and cost estimates for reservoirs, pump stations, pipelines, and flow control facilities

RELEVANT PROJECTS

- City of Oceanside Wells 9, 10, and 11
- City of Palo Alto Eleanor Pardee Park Well
- As-needed Engineering, South Coast Water District
- City of Menlo Park Supplemental Emergency Well Supply



RYAN HUSTON, PE

GROUNDWATER RECHARGE

YEARS OF EXPERIENCE:
26 years

Ryan has provided planning and design services for various water, wastewater, and recycled water projects, including water wells, reservoirs, pipelines, and pump stations. His 26 years of experience include working in the public and private sectors, which provides Ryan with a unique understanding of the intricacy of a public agency and the relationship between client and consultant.

VALUE TO THE CITY

- ✓ Design expert and proven project manager
- ✓ Provides a balance approach, availability, and responsiveness to execute any task order
- ✓ Experienced with planning and design for various water infrastructure projects

RELEVANT PROJECTS

- Ames-Reche, Oeste, Lucerne Recharge Basins & Oeste Turnout Projects, Mojave Water Agency
- Adelanto R^3 Extension, Mojave Water Agency
- Recycled Water Pond Pumping Stations, Eastern Municipal Water District



LORI TROTTIER, AICP, CEP

ENVIRONMENTAL

YEARS OF EXPERIENCE:
34 years

Lori has 34 years of environmental planning and project management experience on various infrastructure and development projects requiring General Plan Amendments, Specific Plans, and clearance under the California Environmental Quality Act and National Environmental Policy Act. She has managed numerous multi-disciplinary teams and has been the primary author on regionally significant and high-profile CEQA documents involving considerable public input. Her experience extends beyond environmental planning, including many entitlement permits for development, natural resources, and construction.

VALUE TO THE CITY

- ✓ Experienced in a variety of development and infrastructure projects
- ✓ Expert in CEQA compliance, environmental planning, and analysis
- ✓ Ability to obtain stakeholder consensus through a collaborative approach

RELEVANT PROJECTS

- UT1072 Euclid Ave Downtown Recycled Water Main Improvements, OMUC
- M-1394 Water Main Improvements, Tipping Development
- California Commerce Center Supplemental Specific Plan EIR, City of Ontario

B. Identification of Subcontractors

FIRM NAME	AirX Utility Surveyors
ROLE	Utility Location & Potholing
CONTACT INFO	Kyle Walton 909.906.2119 kwalton@airxus.com

AirX Utility Surveyors, Inc. has been a premier full-service Subsurface Utility Engineering (SUE) service provider since 2000. Backed by skilled engineers, contractors, managers, locators, and potholers, they have 150 years of trade experience locating and identifying underground utilities. Their services ensure work and cost efficiency and safety. Core competencies include:

- CCTV inspections
- Utility Locating
- Ground Penetrating Radar (GPR)
- Concrete Scanning
- Potholing with Hydro/Air Evacuation
- Street Surface Repairs
- Traffic Control
- Drawing & Installation
- Permit Processing
- Project Management
- Report Documentation

FIRM NAME	Converse Consultants
ROLE	Geotechnical
CONTACT INFO	Hashmi Quazi, PhD, PE, GE 909.474.2847 hquazi@converseconsultants.com

Established in 1964, Converse Consultants provides the construction industry with geotechnical engineering and geological services. Converse is an employee-owned corporation with nine offices and more than 170 employees throughout the United States. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. Their laboratories are certified by the Division of the State Architect (DSA), California Department of Transportation (Caltrans), US Army Corps of Engineers, American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL). A registered civil engineer supervises each lab to ensure all of our equipment is calibrated regularly and quality control is available 24/7.

FIRM NAME	Kelsey Structural
ROLE	Structural
CONTACT INFO	Guy Kelsey, SE, Principal 619.920.1262 gkelsey@kelseystructural.com

Kelsey Structural is a Southern California small business structural engineering firm specializing in the design of water and wastewater treatment, storage, and conveyance facilities. Their services include structural design for new and existing structures, seismic analysis and retrofit design, technical reports, life cycle analysis, cost estimating, and construction support services. Their staff has a diverse background in designing pump stations, reservoirs, and civil and pipeline structures, emphasizing concrete-masonry unit buildings, below-grade rectangular concrete structures, concrete and steel reservoir design, and structural repair and rehabilitation. Kelsey Structural works closely with design teams, contractors, and clients to provide the most cost-effective solutions that help ensure a safe and reliable water supply.

FIRM NAME	Thomas Harder & Co.
ROLE	Hydrogeology & Groundwater
CONTACT INFO	Georgie Aronson, GIT 714.779.3875 garonson@thomasharddercompany.com

Thomas Harder & Co. (TH&Co) is a full-service hydrogeological consulting company with expertise in developing practical and sustainable groundwater resource solutions. Their Principal Hydrogeologist, Thomas Harder, has over 34 years of experience on various groundwater projects. Mr. Harder is supported by a staff of eleven professional hydrogeologists and geoscientists with extensive experience in field observation of municipal well drilling, construction, development, and testing. Services include:

- Design of High Capacity Groundwater Wells
- Well Performance, Rehabilitation and Troubleshooting
- Well Production Strategy
- Groundwater Resource Management
- Large-Scale Groundwater Basin Studies
- Groundwater Models

FIRM NAME	BCR Consulting
ROLE	Cultural & Historical Studies
CONTACT INFO	Joseph Orozco, M.A., RPA 909.455.8531 joseph@bcrllc.com

BCR Consulting LLC (BCR Consulting) is made up of a highly qualified team of professionals that provide cultural resource compliance services for publicly and privately funded projects pursuant to the California Environmental Quality Act (CEQA), Section 106 of the National Historic Preservation Act (NHPA), and the National Environmental Policy Act (NEPA). Fields of specialization include Archaeology (both prehistoric and historic), Historic Preservation (History and Architectural History), Paleontology, and Geographic Information Systems (GIS). During the past 25 years, BCR Consulting staff has participated in several successful cultural resource assessments and evaluations in the City of Ontario. In addition, Consulting Principal David Brunzell was born and raised in the City of Ontario and is intimately familiar with its history, layout, and potential cultural resource issues.

FIRM NAME	ELMT Consulting, Inc
ROLE	Environmental - Biological Studies
CONTACT INFO	Travis J. McGill 909.816.1646 travismcgill@elmtconsulting.com

ELMT has expert in-house biologists experienced in the Federal and State Endangered Species Acts, the Migratory Bird Treaty Act, the California Department of Fish and Game Code, the Clean Water Act, and biological analysis under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). ELMT's relationships with wildlife agencies, regulatory agencies, federal land managers, and various conservation groups allow the firm to serve as a liaison between the applicant and these agencies/organizations. Moreover, ELMT has been working in the City for over 40 combined years and knows the biological resources in the City. Their offices are nearby and can provide same-day field services if needed.

FIRM NAME	O'Day Consultants, Inc
ROLE	Survey
CONTACT INFO	Patrick N. O'Day JD, PE 760.931.7700 pato@odayconsultants.com

O'Day Consultants is a full-service civil engineering and land surveying firm with 42 years of experience. They offer comprehensive, client-based, professional land surveying, mapping, civil engineering design, and consulting services. They successfully worked with various municipalities, state agencies, the federal government, private developers, general contractors, architects, and other consulting firms on numerous projects throughout California. Our licensed Professional Land Surveyors and Professional Engineers are skilled in all service areas required by the City of Ontario, such as:

- Aerial mapping & surface
- Topographic surveys
- Preliminary utility surveys
- Preparing legal descriptions & plats
- Potholing services
- Horizontal and vertical control
- Construction surveying
- Other surveying services



FIRM NAME	Bennett Trenchless
ROLE	Trenchless
CONTACT INFO	Matthew S. Wallin, PE 916.294.0095 matthew.wallin@bennetttrenchless.com

Bennett Trenchless Engineers, LLP is a certified California SBE specialty consulting engineering firm in Folsom, CA, focusing 100% on trenchless technology. The firm specializes in all design aspects, including feasibility studies, complete design services, and construction management services. Technologies mastered by the firm include microtunneling, open-shield pipejacking, earth pressure balance pipejacking and tunneling, horizontal directional drilling, pilot tube method, and pipe ramming. Design services have included the production of trenchless plans and specifications, geotechnical baseline reports, project schedules, and engineer's cost estimates. The firm has conducted design reviews and served on value engineering panels at various levels of design, suggesting modifications to add value and reduce the construction risk of the project. The firm has experience in other successful City of Ontario projects.

FIRM NAME	Ganddini Group
ROLE	Noise, Air Quality/GHG/Energy
CONTACT INFO	Giancarlo Ganddini 949.735.9314 giancarlo@ganddini.com

Ganddini Group, Inc. is a technical consulting services firm dedicated to helping our clients succeed through a context-sensitive and cost-effective approach to every project. Their team consists of licensed engineers and highly qualified environmental specialists offering expertise in traffic engineering/transportation planning, acoustical engineering and vibration, and air quality/greenhouse gas and energy sciences, with an emphasis on the preparation of technical studies for California Environmental Quality Act (CEQA) documentation and local development review.

FIRM NAME	RF Yeager Engineering Inc
ROLE	Corrosion/Cathodic Protection/ Condition Assessment
CONTACT INFO	Richard Yeager Jr, PE, President 619.312.0195 RFYeager@RFYeager.com

RF Yeager Engineering Inc. is a San Diego based Corrosion Engineering firm established in 2004. They are highly qualified in areas of corrosion control for water and wastewater systems, pipelines, reservoirs, treatment plants, pump stations, and pressure-reducing stations. Their goal is to preserve existing facilities and maximize the life of new facilities. The firm provides the District with the following benefits:

- A local Corrosion Engineering Firm with over 60 years of combined experience providing Corrosion Control/Cathodic Protection designs for pipelines, reservoirs, pump stations, and other water and wastewater industry facilities
- Experienced Corrosion Engineers, including CA Professional Engineer Corrosion and AMPP Cathodic Protection Specialist.

PROVEN EXPERIENCE TO HELP ACHIEVE LONG-TERM GOALS

OUR TEAM'S COMBINED EXPERIENCE, BRINGS THE RIGHT EXPERTISE TO MINIMIZE PROJECT RISKS & PROVIDES FOR A SHORT-LEARNING CURVE.



05 FISCAL RESPONSIBILITY

ARDURRA

05 FISCAL STABILITY

A. Evidence of Corporate Stability

Ardurra Group Inc. has strong financial health, including steady revenue, strong backlog, stabilized expenses, and positive cash flow. There are no impairments, litigation, or impending transactions that may impede Ardurra Group's ability to complete services within the scope of this proposal.

As requested the following supporting documentation are provided in the Appendix section.

- A letter from a financial institution stating a current line of credit; and
- Ardurra's latest audited financial statement that has been certified by a CPA



06 EXPERIENCE AND TECHNICAL COMPETENCE

ARDURRA

06 EXPERIENCE AND TECHNICAL COMPETENCE

A. Summary of Experience

This following section highlights Ardurra's proven capabilities in providing similar expertise working on On-call Design Services.

Experience, Technical and Professional Skills to Meet Goals and Fulfill General Functions in this RFP	✓ Ardurra has worked on multiple on-call design projects for municipalities across California including pump station, reservoir, wells, and pipeline projects ✓ Our demonstrated capabilities and proven success in managing similar work scopes can be seen in this section ✓ We take a proactive, collaborative, and integrative approach while developing, evaluating, and prioritizing near and long-term capital improvement projects
Past Staff Experience Performing Similar Services	✓ The Ardurra team is comprised of local experts with prior experience working for the City of Ontario and associated stakeholders ✓ Our team is robust, technically savvy, and dedicated to providing the City with the right resources and guidance to deliver successful projects ✓ We are familiar with City Design Standards and Operations
21+ Number of Years the Firm has Conducted Business in Southern California	✓ Over 21 years providing exceptional engineering and related services to Southern California. Our success is based on long-term working relationships with public agencies, developed through our design expertise and cemented with our commitment to deliver quality products and unmatched dedication to be responsive to our client services. Ardurra was started in 1977 as King Engineering Associates in the State of Florida. We have been providing services to the City since 2019.
Five References - Experience and Performance Providing Similar Services	✓ Please see reference table within this section for Ardurra's experience in performing similar services.
Local Experience and Knowledge of the City	✓ Our team has successfully performed in several projects for the City of Ontario/ Ontario Utilities company including the following: • UT1032 On-Call Professional Engineering Services • UT1013 San Antonio Transmission Watermain, Phase 1 • UT1046 San Antonio Transmission Watermain, Phase 2 - 8th Street • UT1038 Risk & Resilience • UT1050 Ontario Ranch Phase 2 Water Improvements • UT1065 FY2023-2024 Water Main Improvements • UT1066 Downtown Water Main Improvements • UT1067 Laurel Avenue Sewer Main Improvements • UT1069 Sultana Avenue Sewer Main Improvements • UT1070 Nocta Street Sewer Main Improvements • UT1077 Nocta Street Sewer Lateral • 935 E Hold Blvd Demolition • SM2302 Sultana Storm Drain • Ontario Regional Sports Complex • City's Annual Land Use Control Inspection - Bon View • SD063 Fourth Street Storm Drain • On-Call Construction Management and Inspection for Various Projects ✓ No learning curve as we will leverage our previous experience to streamline the process ✓ We are vested in providing the City with a high quality project while meeting budget and schedule goals as we look forward to continuing to contribute to the City's growth.

References. Ardurra is proud of the successful projects we have accomplished and the agencies and municipalities that have placed their confidence in our services. Contact our references to confirm the efficiency, attention to detail, communication skills, and commitment of our team in successfully completing every project.

FIVE REFERENCES - PERFORMING SIMILAR SERVICES					
	Organization/City	Contact Name	Phone	Email Address	Project Size/ Description
1	**City of Ontario**	Omar Gonzalez, PE, Principal Engineer	(909) 395-2578	oegonzalez@ontarioca.gov	**Please see project profiles located in the following pages for each associated project.**
2	**Leucadia Wastewater District**	Robin Morishita, Technical Services Manager	(619) 971-4100	rmorishita@lwwd.org	
3	**South Coast Water District**	Taryn Kjoising, Principal Engineer	(949) 342-1154	tkjolsing@scwd.org	
4	**Fallbrook Public Utility District, Fallbrook, CA**	Jack Bebee, PE	(760) 728-1125	jackb@fpud.com	
5	**City of Poway - Public Works Department**	Shadi Sami, PE, Principal Civil Engineer	(858) 668-4717	ssami@poway.org	

B. Project Specific Experience.

The Ardurra team provides a full range of multi-disciplinary professional services from project conception and preliminary planning through final design and construction management. Our staff has substantial experience managing, planning, designing, and constructing utility projects, specializing in reservoirs/tanks, treatment plants, pump stations, and pipelines for public agencies. In addition to these core capabilities, Ardurra also brings expertise in the condition assessment and rehabilitation of pipelines, existing tanks, pump stations, and community relations. Below are more detailed descriptions of Ardurra's capabilities regarding the general areas of expertise sought by the City for On-Call Design Services.

On-Call & As-Needed Services

A testament to our responsiveness and quality of services are repeat Clients such as Southern California water and wastewater agencies to provide as-needed services. The list below highlights many of the agencies for whom we have provided such services over the years:

DEMONSTRATED EXPERIENCE

On-Call /As-Needed Services		
Project	**Years of Contract**	**Agency**
On-Call Engineering Services	2019 – Present	City of Ontario/Ontario Municipal Utilities Company
As-Needed Engineering Services	2006 – 2022	Leucadia Wastewater District
As-Needed Engineering Services	2021 – Present	South Coast Water District
As-Needed Engineering & Design Consulting Services	2019 – Present	City of Anaheim
As-Needed Water/Recycled Water Engineering Services	2009 – 2021	City of Carlsbad
As-Needed Project Management	2019 – 2020	City of Oceanside
As-Needed Engineering Services	2003 – Present	City of Oceanside
As-Needed Water & Wastewater Engineering Services	2022 – Present	County of San Diego

On-Call /As-Needed Services		
Project	**Years of Contract**	**Agency**
As-Needed Engineering Design Services	2006 – Present	Eastern Municipal Water District
On-Call Civil Engineering	2021 - Present	City of Huntington Beach
On-Call CM Services	2021 - Present	City of Huntington Beach
As-Needed Project Management Services	2023 - Present	City of Irvine
As-Needed Hydraulic Modeling Services	2019 – Present	Olivenhain Municipal Water District
As-Needed Construction Management and Inspection	2023 - Present	City of Brea
As-Needed Design and Civil	2023 - Present	City of Brea
As-Needed Engineering Support Services	2002 – Present	Vallecitos Water District

Master Planning & Hydraulic Modeling

Ardurra's standard hydraulic modeling platform is the Innovyze family of programs. We also have extensive experience with other software programs and have performed system-wide and sub-system master planning, facility planning, hydraulic modeling, GIS, and related studies for dozens of water and wastewater agencies throughout California. In addition to these core planning capabilities, Ardurra brings expertise in other services integral to the planning process, including asset management support and facility condition assessment.

Ardurra uses state-of-the-art software tools, including Innovyze's InfoWater© and InfoSWMM©, to execute hydraulic analysis and system planning. We utilize the GIS environment for model data creation and modification, although we also have the capability to digitize systems from scratch. This enables us to execute master planning projects efficiently and allows the data created or modified as part of a hydraulic model development to be readily compatible with the City's existing GIS data and future GIS goals. We have prepared major planning studies, including geodatabase design and development, on several recent master planning projects.

Master Planning/Hydraulic Modeling

Project	Scope of Work	Agency
On-Call Hydraulic Modeling Services	Performed, managed, or technically reviewed several model simulations for the District associated with recent developments. Typically involved analysis related to impacts of developments to fire flow and water age to the District distribution system.	San Dieguito Water District
Zone 1467 Analysis	Model update and subsequent hydraulic analysis to increase fire flows and system pressures in Zone 1467 operations. Data Quality Management approach used included comparing GIS and model piping and boundary conditions, documenting errors for GIS update. Resulting model matched field fire flows in zone.	Elsinore Valley Municipal Water District
Water Distribution Model Update/ Build	Creation and calibration of water distribution system model having 6,900 services, 16 pressure zones, 35 storage reservoirs, 32 pressure reducing stations, 63 booster pumps, and 11 wells. InfoWater was used to import information via "GIS Gateway" to create an all-pipes model.	Phelan Piñon Hills Community Service District

CORE PLANNING CAPABILITIES FOR NEXT LEVEL DETAIL

WE HAVE PERFORMED SYSTEM-WIDE AND SUB-SYSTEM MASTER PLANNING, FACILITY PLANNING, HYDRAULIC MODELING, GIS, AND RELATED STUDIES FOR DOZENS OF WATER AND WASTEWATER AGENCIES. WE BRING EXPERTISE IN SERVICES THAT ARE INTEGRAL TO THE PLANNING PROCESS.



In addition to developing and using hydraulic models for planning efforts, we assist and train our client's staff to use the models themselves.

To assist agencies with moving master planned projects to the next level of detail, Ardurra is often called upon to prepare studies focused on specific facilities. These have included pipeline alignment investigations, pump station layout and siting studies, and reservoir type and configuration studies. The deliverables prepared by Ardurra often encompass documents such as an Alternatives Analysis Report, Facility Planning Report, Preliminary Design Report, or Basis of Design Report.

Pipelines

The planning and design of pipelines and associated facilities is one of Ardurra's core disciplines. Our team's pipeline experience extends from alignment planning and hydraulic modeling to condition assessment and rehabilitation of existing pipelines and design of new pipelines.

Our pipeline experience encompasses water and recycled water pipes, gravity sewers and force mains, with sizes up to 96-inch diameter and all pipe types including commonly used welded steel, PVC, and ductile iron, as well as pipe materials selected for special applications such as FRP, and HDPE and fusible PVC for trenchless construction. Our services have spanned hydraulic analyses, alignment studies, preliminary and final design, and construction support. We

*Award Winning Projects

are experienced at designing and constructing pipelines under emergency conditions, through sensitive habitats and creeks, in highly developed residential areas, across open rural property, and within existing pavement traveled by daily commuters.

Pipelines - Water		
Project	**Scope of Work**	**Agency**
Loretta Street Waterline Replacement*	1,600 lf HDD 12" HDPE	City of Oceanside
South Oceanside Water & Sewer Replacement	7,400 lf 8" PVC water distribution main 6,345 lf sewer upsizing to 8" PVC	City of Oceanside
Ontario Ranch, Phase 2 Water Main Improvements	2 miles 18" cement mortar lined and coated welded steel pipe (CML&C WSP) 1.5 miles 42" CML&C WSP Technical study to evaluate and select preferred alignment for 2.6 miles of a future 42" water main	City of Ontario/ Ontario Municipal Utilities Company
San Antonio Avenue 30-Inch Diameter Transmission Water Main	2,900 lf 30" CML&C WSP Abandonment of 3,700 lf existing 18" steel	City of Ontario/ Ontario Municipal Utilities Company
I-215 Water Main Relocations - Segments 1, 2, & 3	3,300 lf 16" ductile iron 3,500 lf 8" - 24" DIP; auger bore	San Bernardino Municipal Water Department
Upas Street Pipeline Replacement*	14,980 lf 8" - 12" PVC; 8,160 lf 24" CML&C WSP; 1,640 lf 30" HDPE HDD	City of San Diego
Moreno Valley Cactus II Feeder Planning Study	6.7 miles 36" - 48" CML&C WSP	Eastern Municipal Water District
Mountain Avenue Gap Pipeline	1,800 lf 18" CML&C WSP	Eastern Municipal Water District
Paseo Vivora Pipeline Replacement	2,200 lf 12" fusible PVC waterline	Eastern Municipal Water District
Post Road Pipeline	5,800 lf 8"/18" CML&C WSP	Eastern Municipal Water District
Stage Ranch Road Pipeline	2,100 lf 8" PVC; 300 lf 8" CML&C WSP	Elsinore Valley Municipal Water District
Temescal Canyon Road Improvements – Water Main Relocations	100 lf 42" CML&C WSP	Elsinore Valley Municipal Water District
Zone 1467 Waterline Improvements	4,000 lf 8" PVC	Elsinore Valley Municipal Water District
Santa Margarita Conjunctive Use Project Pipelines	2 miles 24" CML&C WSP	Fallbrook Public Utility District

Pipelines - Water		
Project	**Scope of Work**	**Agency**
Unit X Pipelines*	10,000 lf 24" CML&C WSP; auger bore	Olivenhain Municipal Water District
640-1 and 640-2 Pipelines*	11,000 lf 42" CML&C WSP	Otay Water District
Pala Mesa Tank Pipelines*	400 lf 24" steel transmission main 550 lf 16"/18" steel inlet/outlet	Rainbow Municipal Water District
ID-A Fire Flow Improvements	900 lf 12" ductile iron 5,800 lf 8" ductile iron	Rincon del Diablo Municipal Water District
West Feeder (ID-A) Pipeline Replacement	2,039 lf 12" DIP; 269 12" fusible PVC; 270 lf 16" fusible PVC	Rincon del Diablo Municipal Water District
Via Sacramento Water Main Improvements	560 lf 8" PVC	South Coast Water District
High Point Waterline	Condition assessment 8" and 12" DIP	Vallecitos Water District
Cole Grade Road Pipeline Replacement	6,930 lf 14" PVC	Valley Center Municipal Water District



WATER & RECYCLED WATER PIPELINE EXPERIENCE

OUR TEAM'S PIPELINE EXPERIENCE EXTENDS FROM ALIGNMENT PLANNING AND HYDRAULIC MODELING TO CONDITION ASSESSMENT AND REHABILITATION OF EXISTING PIPELINES AND DESIGN OF NEW PIPELINES.

Pipelines - Recycled Water		
Project	**Scope of Work**	**Agency**
Expansion Segment IA & 7	14,200 lf 4"/6"/8" PVC	City of Carlsbad
La Costa Recycled Water Pipeline	5,800 lf 8" PVC	City of Carlsbad
Recycled Water Phase III – Pipeline Extension 18	2,300 lf 6"/8" PVC	City of Carlsbad
Carmel Valley Recycled Water Pipeline*	10,000 lf 8"/12" PVC	City of San Diego
Recycled Water Pipeline Extension – Phase 1	5,900 lf 4" - 6" PVC	City of Solana Beach

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Pipelines - Recycled Water		
Project	**Scope of Work**	**Agency**
Recycled Water Pipeline Repair Project	381 lf HDD 14" fusible PVC	Leucadia Wastewater District
Recycled Water Connection No. 2	2,800 lf 8" PVC	Olivenhain Municipal Water District
Village Park Recycled Water Pipeline*	6.5 miles 4"/6"/8"/12" PVC	Olivenhain Municipal Water District
ID-1 South Pipeline Replacement & Improvements	4,710 lf 12" recycled water distribution	Rincon del Diablo Municipal Water District

Booster/Pump Stations

Our booster/pump station experience encompasses the design and condition assessment of pumping systems up to 11,000+ gpm capacities and includes constant- and variable-speed pumping conditions and custom and packaged pumping stations. Our experience includes siting studies, conceptual and final design of facilities located in areas constrained by existing improvements, high volume traffic, or environmentally sensitive habitat. We have completed numerous designs requiring the continued operation of existing pumping systems or joint-use facilities during construction with special requirements for temporary pumping and highlining of existing facilities, and commissioning of new facilities.

Booster/Pump Stations		
Project	**Scope of Work**	**Agency**
Graham Pump Station*	10,000 gpm	City of Mountain View
511 Pump Station	3,125 gpm	City of Oceanside
California Pump Station	1,600 gpm	City of Redwood City

100+
MGD
PUMP STATION DESIGN



Booster/Pump Stations		
Project	**Scope of Work**	**Agency**
Murrieta Road Booster Pump Station	10,400 gpm	Eastern Municipal Water District
Gheen Pump Station	5,600 gpm	Fallbrook Public Utility District
Product Water Pump Station	5,600 gpm	Fallbrook Public Utility District
Calavo Pump Station*	3,000 gpm	Helix Water District
North Bay Pump Station*	3,500 gpm	Lake Arrowhead Community Services District
Connemara Pump Station	4,250 gpm (pre-fabricated)	Olivenhain Municipal Water District
Village Park Recycled Water Project*	1,200 gpm (pre-fabricated)	Olivenhain Municipal Water District
Rainbow Heights Pump Station Rehabilitation	3,509 gpm	Rainbow Municipal Water District
Weese Pump Station	4,000 gpm	Rainbow Municipal Water District
Tenaja Pump Station	6,300 gpm	Rancho California Water District
North Twin Oaks Pump Station	1,900 gpm	Vallecitos Water District
San Elijo Hills Pump Station*	2,700 gpm	Vallecitos Water District

Water Storage

Ardurra has extensive experience on a variety of reservoir and storage facility planning and design projects, including several reservoir rehabilitation projects. Our experience encompasses both small and large facilities, from pre-stressed concrete to steel, ranging from 0.10 MG to 53.0 MG; including the world's largest pre-stressed concrete reservoir – Vallecitos Water District's 40.0 MG Twin Oaks Reservoir No. 2.

Water Storage		
Project	**Scope of Work**	**Agency**
Stations 119 & 120 Tanks	(2) 0.4 MG concrete tanks	California Water Service Company
Second Washwater Tank at the Escondido-Vista Water Treatment Plant*	0.70 MG steel tank	City of Escondido
Graham Reservoir*	8.0 MG buried, circular, pre-stressed concrete tank	City of Mountain View
Corte Madera Reservoir Replacement Project	1.5 MG circular/pre-stressed concrete tank	City of Palo Alto
Clearwell Replacement	(2) 4MG prestressed concrete tanks	City of Poway

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Water Storage		
Project	**Scope of Work**	**Agency**
California Tank	0.75 MG partially buried/ circular/pre-stressed concrete tank	City of Redwood City
La Jolla View Reservoir	3.1 MG buried/circular/ pre-stressed concrete tank	City of San Diego
Miramar Clearwells*	(2) 29.5 MG partially buried/rectangular/cast-in-place clearwell basins with hopper bottoms	City of San Diego
Post Road (Ellis) Tank Replacement	3.5 MG welded steel tank	Eastern Municipal Water District
Fox Street Tank Replacement	1.0 MG welded steel tank	Eastern Municipal Water District
Gheen Reservoir	4.0 MG steel tank	Fallbrook Public Utility District
El Cajon Tank Modifications*	Replaced existing steel roof of 2.0 MG tank with new aluminum dome roof	Helix Water District
Tunnel Hill Reservoir Rehabilitation	1.0 MG pre-stressed concrete tank 2.0 MG steel tank	Helix Water District
Spyglass Reservoir Replacement	0.4 MG circular/pre-stressed concrete tank	Lake Arrowhead Community Services District
Gano Reservoir*	6.5 MG partially buried/ circular/pre-stressed concrete tank	Olivenhain Municipal Water District
640-1 (10 MG) and 640-2 (10 MG) Reservoirs*	(2) 10.0 MG partially buried/circular/pre-stressed concrete tanks	Otay Water District
Chromium-6 Mitigation Project	3.0 MG steel tank	Phelan Piñon Hills Community Service District
Pala Mesa Tank*	6.0 MG partially buried/ circular/pre-stressed concrete tank. Site grading for two tanks; one slated for future construction	Rainbow Municipal Water District
Darrell Water Tank	2.0 MG pre-stressed concrete tank	Town of Hillsborough
North Twin Oaks Reservoirs No. 2 and 3	(2) 3.5 MG steel tanks	Vallecitos Water District
Twin Oaks Reservoir No. 2*	40.0 MG buried/circular/ pre-stressed concrete tank	Vallecitos Water District
Wulff Tank Replacement	0.35 MG steel tank	Vallecitos Water District

Environmental Services

We are known for providing robust and reader-friendly documents that are defensible, and are based on current legal precedents that shape CEQA/NEPA implementation. We understand that the lead agency often has more than one option in terms of how to proceed through environmental reviews, and that CEQA/NEPA compliance may require choices based on a balance between schedule urgency, cost, community sentiment, and risk of legal challenge. Our central responsibility is providing our clients with the information needed to consider the pro's, con's and potential outcomes of all options, allowing the client to make the best and most informed choices for project and long-term success. Examples of our environmental services are presented below:

Environmental Compliance		
Project	**Scope of Work**	**Agency**
Olivenhain Trunk Sewer Improvements Project	CEQA Technical Studies and Community Outreach	City of Encinitas
Emergency Water Supply Program	CEQA Constraints Assessment, Community Outreach, & Water Well Siting Evaluations	City of Menlo Park
Graham Reservoir and Pump Station*	IS/MND Coordination	City of Mountain View
Oceanside Boulevard Lift Station	Alternatives Development, IS/ MND, and Community Outreach	City of Oceanside
La Jolla View Reservoir	CEQA Technical Studies and Community Outreach	City of San Diego
Upas Street Pipeline Replacement*	CEQA Technical Studies, IS/MND, and Community Outreach	City of San Diego
San Elijo Hills Pump Station*	Program EIR Addendum Agency Negotiations (Permit Triggers Avoided)	Vallecitos Water District



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Water Treatment Plants

Ardurra has worked on several process modifications to water treatment plants of sizes ranging from small, medium, and large throughout California. These improvements have helped our clients mitigate flow violations, comply with regulatory requirements, and upgrade treatment plant processes to optimize plant operations.

Water Treatment Plants

Project	Scope of Work	Agency
Alvarado Algae Plugging of Ozone Sample Lines Process Assistance	120 MGD plant	City of San Diego
Lester J. Berglund Water Treatment Plant, Chemical Building, and Tank Farm Upgrades	Miscellaneous Upgrades (24 MGD)	City of Poway
Santa Margarita Conjunctive Use Project	New RO Plant (8 MGD plant)	Fallbrook Public Utility District
Bernina Water Treatment Plant Modifications	Process Upgrades (4 MGD)	Lake Arrowhead Community Services District
Gafner Advanced Water Treatment Plant Rehabilitation	1.0 MGD plant	Leucadia Wastewater District

Flow Monitoring

Ardurra's Flow Services Group has in-house staff that provide service and maintenance for short-term, long-term, and permanent flow monitoring solutions including real-time data reporting. As an engineering firm, we also understand the "end use" of how flow monitoring data will be used for things like hydraulic modeling, inflow/infiltration analysis, regulatory requirements, etc. Ardurra has been conducting flow monitoring studies since 2008 and has successfully completed wet weather flow studies, associated inflow/infiltration analyses, and capacity studies for several agencies throughout California, Nevada and Hawaii including:

- Byron-Bethany Irrigation District
- City of Belmont
- City of El Monte
- City of Los Angeles
- City of Richmond
- City of San Diego
- City of Sunnyvale
- Eastern Municipal Water District
- Los Angeles County Sanitation
- Olivenhain Municipal Water District
- Rainbow Municipal Water District
- Rancho California Water District
- Tejon-Castac Water District
- Western Municipal Water District



Pressure Reducing Stations

Ardurra's experience includes the full range of pressure reducing/sustaining stations with primary hydraulic control and remote control via SCADA using radio, fiber, or cellular communication. Designs include buried pre-packaged stations in steel capsules with corrosion control, buried concrete vault installations, and above-ground installations with flow metering and pressure relief capabilities and instrumentation for pressure and flow monitoring and/or control. Our expertise includes siting design in space-constrained locations, cavitation analyses, control valve sizing to meet the full range of minimum and maximum flows, and coordination for pressure and flow monitoring and/or control. Our expertise includes siting design in space-constrained locations, cavitation analyses, control valve sizing to meet the full range of minimum and maximum flows.

Pressure Reducing Stations

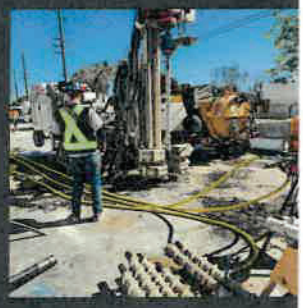
Project	Scope of Work	Agency
Group Job 1020 Pressure Reducing Station	Design of buried PSR with two 6" pressure reducing/sustaining valves; new electrical, radio telemetry and SCADA	City of San Diego
Upas Street Pipeline Replacement*	Design of four buried PRSs (with 8", 10", and 12" pressure reducing/sustaining valves with bypasses)	City of San Diego
Pala Mesa Tank*	Design the relocation of the Canonita/Beck Zone interconnection with 12" pressure reducing/sustaining and pressure relief valves; interconnection to SDCWA Rainbow 7 FCF; new flow metering station	Rainbow Municipal Water District

1 COMBINED PIPELINE PROJECTS

City of Ontario/Ontario Municipal Water Company (OMUC)|Ontario, CA







PROJECT SPECIFICATIONS

Role of Firm : Design Engineer

Dollar Value of Services: $21,000,000

Dollar Value of Fees: $1,400,000

Staffing: Dolores Salgado, Dalia Mulato, Kaitlyn Leong

Duration of Services: 2019 - Ongoing

Relationship to Client: Consultant

Reference:

Omar Gonzalez
909.395.2578
oegonzalez@ontarioca.gov

Description of Services

Ardurra has designed several significant transmission water main projects for the City and OMUC. As an on-call consultant since 2019, over $21 million in water improvements has been designed.

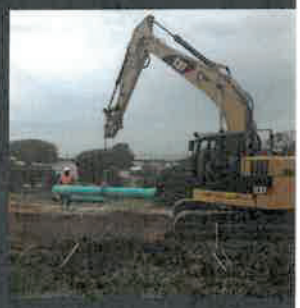
One project includes a ~2,900 linear feet of new 30 & 36-inch cement mortar lined and coated welded steel pipe (CML&C WSP) and abandoning approximately 5,000 linear feet of existing 18-inch diameter transmission main. The objective was to upsize the 18-inch diameter transmission main to meet the demands of the system per the Water Master Plan. Located within the City of Upland, highly urbanized area and the subsurface conditions that presented difficult trenching conditions. The pipeline profile was ~20-feet deep near OMUC's 20-million-gallon reservoir to maximize the operational capacity of the reservoir. Ardurra offered creative solutions, which included consolidating two existing OMUC 18-inch diameter transmission mains into one single 36-inch diameter transmission main to physically accommodate the new water main. Ardurra's continuous coordination building consensus with permitting agencies created a successful path to gain approvals from the City of Upland and the San Bernardino County Flood Control District. To address potential impacts to existing utilities along the congested corridor, over 40 utility potholes were performed to obtain horizontal and vertical location of existing utilities and design around them.

Another project includes ~ 2 miles of 18-inch diameter transmission water main in Chino Avenue between Grove Avenue and the Chino Avenue Bridge (Cucamonga Creek channel) (1010 PZ), where it connects to an existing 18-inch diameter transmission water main west of the channel crossing and ~1.5 miles of 30-inch potable water main in Grove Avenue between Eucalyptus Avenue and Chino Avenue (925 PZ), where it will connect to an existing 24-inch diameter transmission water main. An interim pressure reducing station at the intersection of Grove Avenue and Chino Avenue will break pressure from the 1010 PZ to 925 PZ until the future 9 million gallon (925 PZ) reservoirs are constructed. Ardurra offered solutions to expedite the project by eliminating one milestone submittal and dual construction headings. Lack of public right of way through these old county roads presented challenges, which were addressed by securing Permit to Enter with private property owners for temporary construction impacts and obtaining an encroachment permit from the San Bernardino County Flood Control District (SBCFCD) to install a portion of the transmission main within their existing utility easement. Crossing of major facilities include SBCFCD 66-inch diameter storm drain, Southern California Gas 36-inch diameter high pressure transmission main, and Inland Empire Utilities Agency 30-inch diameter recycled water pipeline.

Another project includes planning for future developments within Ontario Ranch (925 PZ) that is expected within the next several years. To meet the future water demands of Ontario Ranch, OMUC contracted Ardurra to develop a comprehensive technical study to evaluate and select a preferred alignment for approximately 2.6 miles of a future 42-inch diameter transmission water main to convey water from a future 9 million-gallon (MG) reservoir (925 PZ) and two wells with total capacity of 2,500 gallons per minute (gpm) to Ontario Ranch (925 PZ). The future water supply site will be located on Bon View Avenue north of Francis Street. Five (5) total alignments were evaluated and ranked. Existing utilities along the highly urbanized and developed corridors required extensive utility research and investigations included over eight franchise utility owners and two regional public utility agencies. By utilizing a systematic scoring system the preferred alignment was selective objective.







PROJECT SPECIFICATIONS

Role of Firm: Design Engineer

Dollar Value of Services: $27M (since 2006)

Dollar Value of Fees: $3.75M

Staffing: Rob Weber, Anders Egense, Rick Kennedy

Duration of Services: 2006 - Present

Relationship to Client: Consultant

Reference:

Robin Marishita, Technical Services Manager
Leucadia Wastewater District
619.971.4100
rmorishita@lwwd.org

2 AS-NEEDED PROFESSIONAL ENGINEERING DESIGN SERVICES

Leucadia Wastewater District, CA

Description of Services

For 16 years, Ardurra provided as-needed engineering services on a task order basis to the Leucadia Wastewater District. Services encompassed a wide variety of tasks to support all aspects of the District's Capital and Operational needs including planning and hydraulic modeling, Geographical Information System (GIS) support services, flow monitoring, engineering design, cost estimating, plan preparation, office engineering during construction, and construction inspection. The following list highlights several task orders completed:

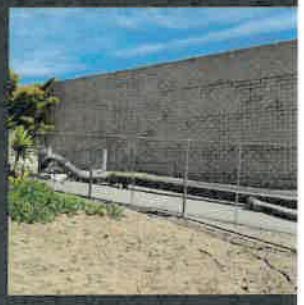
- Village Park 7 Pump Station Replacement
- FY 2022 Gravity Line Rehabilitation
- FY 2021 Gravity Line Rehabilitation
- FY 2020 Gravity Line Rehabilitation
- FY 2018 Gravity Line Rehabilitation
- Leucadia Pump Station Rehabilitation and LOX System
- Batiquitos Pump Station Emergency Overflow Lining & Pump
- Diana Pump Station Emergency Generator
- Scott's Valley Sewer Rehabilitation Saxony Pump Station Rehabilitation
- B1/B2 Sewer Formace Main Replacement
- B1 Force Main Repair
- Encinitas Estates Pump Station
- Orchard Wood Sewer
- 2019 Pump Station Assessment
- B3 Sewer Force Main Replacement
- La Costa Gravity Sewer Evaluation
- As-Needed GIS

PROJECT RELEVANCY

- Multi-discipline on-call
- Multiple stakeholder/agency coordination
- Planning, design, engineering, environmental, and construction services
- Repair, rehabilitation, upgrade, and improvements
- Various modeling and water quality assessment task orders







PROJECT SPECIFICATIONS

Role of Firm: Design Engineer

Dollar Value of Services: $400K

Dollar Value of Fees: $400K

Staffing: Rob Weber, Aric Gnesa, Lori Trottier

Duration of Services: 2021 - 2026 (Ongoing)

Relationship to Client: Consultant

Reference:

Taryn Kjolsing, Principal Engineer
South Coast Water District
949.342.1154
tkjosling@scwd.org

3 AS-NEEDED ENGINEERING SERVICES

SOUTH COAST WATER DISTRICT, LAGUNA BEACH, CA

Description of Services

The South Coast Water District (SCWD) is an independent public agency providing water and wastewater service to residents and businesses within an 8.3 sq. mi area along a stretch of the Pacific Coast in south Orange County. SCWD established a three-year Capital Improvements Program (CIP) that identified priority improvements to SCWD's infrastructure. SCWD sought engineering consultants to assist its Engineering Department with expediting the CIP projects as well as other general engineering and operations support services.

Ardurra provided as-needed engineering services on a task order basis to the South Coast Water District (SCWD). Services included planning, engineering design and support tasks including preliminary design, final design, planning studies, system optimization, hydraulic modeling, structural engineering services, corrosion engineering services, environmental compliance and permitting, land surveying and real property, water quality and treatment, subsurface utilities engineering, electrical, instrumentation, and control services, plan checking, standards, guidelines, emergency repair assessments, and construction management & inspection services.

Task Orders included:

- Via Sacramento Water Main Improvements
- Three Arch Bay Sewer Lateral Connection Feasibility Study
- Design of Adit 22 and Adit 23 Improvements
- Local Transmission Main (LTM) Replacement/Repair Options at Calle Vista Torito
- Bradt Reservoir Warehouse Project
- 30 Acres Trailer Utilities Design
- LTM Repair Design

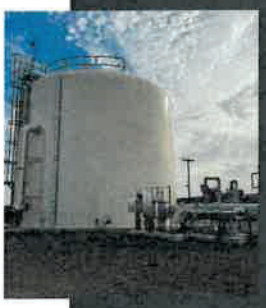
PROJECT RELEVANCY

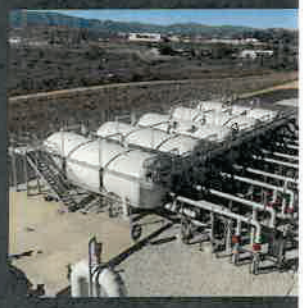
- On-call multi-discipline task orders
- Pipeline replacement design
- Transmission main replacement
- Working with multiple jurisdictions
- Congested utilities
- Design for new wastewater facilities to be located in easements on private lands
- Design for limited horizontal separation between potable and non potable pipelines

4 SANTA MARGARITA CONJUNCTIVE USE PROJECT

Fallbrook Public Utility District, CA







PROJECT SPECIFICATIONS

Role of Firm: Design Engineer

Dollar Value of Services: $5M (Design) / $65.6 (Total)

Dollar Value of Fees: $5M

Staffing: Rob Weber, Rick Kennedy

Duration of Services: November 2012 - Present

Relationship to Client: Consultant

Reference:

Jack Bebee, PE
Fallbrook Public Utility District
760.728.1125
jackb@fpud.com

Description of Services

The Santa Margarita Conjunctive Use Project (SMCUP) represents a strategic and innovative solution that elegantly addresses a complex web of legal, environmental, economic, and water resources challenges. Fundamentally, the 8 MGD treatment facility and bi-directional pipeline resolves seven decades of litigation between FPUD and the federal government for mutual benefit, allowing treated drinking water to flow to either the FPUD distribution system or the Marine Corps Base Camp Pendleton.

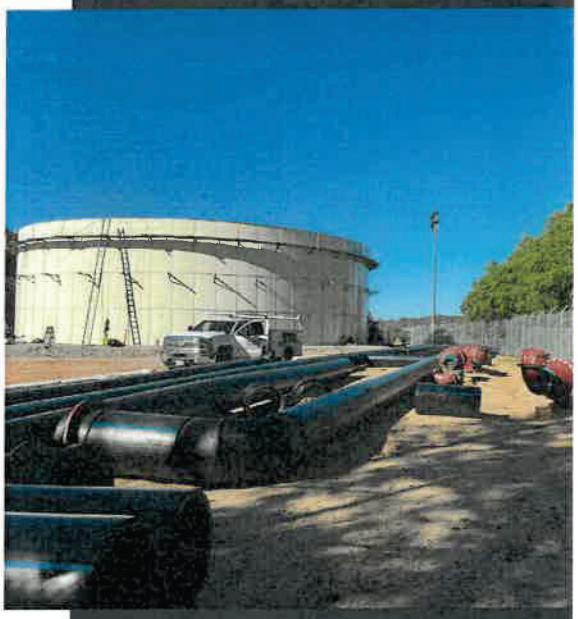
In addition to greensand filers for iron and manganese removal, the treatment system consists of reverse osmosis (RO) and granular activated carbon (GAC), operating in parallel for PFAS removal while also relying on RO for salinity reduction. Notably, the project facilitates the development of local groundwater, allowing FPUD to reduce its dependence on imported water from 99% to 40% of its resource portfolio. Not only is this local source essential for water supply diversification and resilience, hedging against disruption in purchased water deliveries, but it is also a long-term economic investment. Although persistent drought is decreasing imported water reliability and escalating prices, the cost of water produced by the SMCUP project is substantially more predictable and stable, resulting in enhanced financial security for FPUD and lower rates for the District's customers.

PROJECT RELEVANCY

- RO Process design
- GAC/PFAS removal design
- Transmission main design
- Site/infrastructure design
- CM and Inspection

5 LESTER J. BERGLUND WATER TREATMENT PLANT CLEARWELL WELL UPGRADES

City of Poway | Poway, CA







PROJECT SPECIFICATIONS

Role of Firm: Design Engineer

Dollar Value of Services: $37M

Dollar Value of Fees: $2.7M

Staffing: Rob Weber, Rick Kennedy, Aric Gnesa, Anders Egense,

Duration of Services: May 2019 - Present

Relationship to Client: Consultant

Reference:

Shadi Sami, PE – Principal Civil Engineer
City of Poway – Public Works Department
858.668.4717
ssami@poway.org

Description of Services

The City's 10 MG Clearwell is an integral part of the City's Water Treatment Plant (WTP). Originally constructed in 1964 as a hopper bottom basin with a floating geomembrane cover and liner, the Clearwell needed replacement. A significant complication was that there was no way to bypass the existing Clearwell to replace it. Ardurra developed options including phased cover/liner replacement, constructing a bypass pipeline around the Clearwell, and constructing facilities that would enable retirement of the existing Clearwell. The selected project option included constructing a bypass system with temporary storage followed by permanent Clearwell replacement facilities. The Bypass System included a permanent bypass pipeline (1,140 ft of 36" CML&C steel), a temporary bypass pump station (3,900 gpm) and temporary storage tanks (2.2 MG in twin bolted steel tanks with 1,100 ft of 24" HDPE pipe). Design of the permanent Clearwell Replacement Project comprised of 8 MG of storage (in twin 4 MG pre-stressed concrete tanks) with associated earthwork and grading, inlet/outlet/drain/overflow piping, chemical feed facilities, access improvements, and associated civil/site hardscape and drainage work.

Key project components include:

- **Condition Assessment of Clearwell:** Material testing of Hypalon floating cover and liner, evaluation of replacement installation options, and preliminary design for replacement
- **Evaluation of Clearwell Replacement Alternatives:** Reviewed future water system demands, Clearwell volume requirements, and compared rehabilitating the existing Clearwell
- **Preliminary Design for Clearwell Bypass Pipeline:** Hydraulic analysis of system operations to determine minimum storage requirements for Bypass System; evaluation of options for configuring and locating bypass storage; and preliminary alignment analysis for bypass pipeline.
- **Bypass Tank Configuration Evaluation:** Concept-level evaluation of three concrete tank shapes: circular and two rectangular footprints with comparison of general life cycle costs.
- **Preliminary Design for Bypass Tank:** Preliminary design for 2.5 MG prestressed concrete tank and 1,000 ft bypass line with valve vaults, site improvements, drainage facilities.
- **Final Design for Temporary Bypass System:** Technical memorandum to develop temporary bypass system comprised of permanent bypass. Prepared PS&E for system and assisted with support services during bidding and construction phases.
- **Design for Clearwell Replacement:** Design of twin 4 MG prestressed concrete tanks to replace existing floating cover Clearwell

PROJECT RELEVANCY

- Multi-faceted project
- Stakeholder coordination
- Rehabilitation and improvements
- Cost estimating

Other Requested Information

RFP Criteria	Response
a) Failure to enter into a contract or professional services agreement once selected.	N/A
b) Withdrawal of a proposal as a result of an error.	N/A
c) Termination or failure to complete a contract.	Buena Sanitation District terminated IEC for convenience (2019 before Ardurra acquisition) Gila River Indian Community terminated Ardurra for convenience
d) Debarment by any municipal, county, state, federal or local agency.	N/A
e) Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.	**Please see Section 10 Litigation History.**
f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.	N/A
g) Willful disregard for applicable rules, laws or regulations.	N/A

Technical Competence

Technical Resources

Ardurra is a fully operating organization with the latest innovative technologies and licenses required to plan, prepare, design, model, and execute pipeline projects. Our staff is proficient in utilizing these software tools to analyze and create the most favorable solutions aligned with project goals. Programs include but are not limited to:

- Microstation and pipeline design programs
- AutoCAD, Civil3D, Geographic Information (GIS)
- Inroads, a program that prepares grading plans, plan and profile sheets, and roadway designs. InRoads also computes cut and fill quantities and automatically determines roadway (and pipeline) stations and creates sections.
- ArcMap (ArcInfo) to support water and wastewater system master planning efforts
- Water modeling software including: H20Net, H20Map Water, InfoWater, EPANet, WaterCAD, WaterGEMS
- Sewer modeling software including: H20Map Sewer, InfoSewer, InfoSWMM, XP-SWMM, SewerCAD, and SewerGEMS
- The latest hydraulic parameters for both open channel and pressure pipe
- Licenses for the full spectrum of Microsoft Office applications
- Adobe licenses for Acrobat and Creative Cloud (e.g. Photoshop, Illustrator, Indesign)
- Web-based capabilities such as Virtual Project Manager (VPM) for construction and project management that provides a single repository for all project related information, accessible anywhere with internet connection. Company-wide subscription with no additional cost to the Client.



Ability to Draw Upon Multi-Disciplinary Staff

Ardurra is a full service firm providing broad-based solutions tailored to the specific needs of each Client. As a responsive and nimble partner, we take ownership of every project to maintain project momentum and success. We leverage the depth of our professional and technical expertise, as well as our integrated structure, to deliver practical, innovative solutions for our clients. With more than 1,450 employees and 78 offices across the United States, Ardurra has the ability to provide local subject matter experts, with national backing.



07 PROPOSED METHOD TO ACCOMPLISH THE WORK

ARDURRA

07 PROPOSED METHOD TO ACCOMPLISH THE WORK

Measures to complete tasks on time and within budget will be intended to accomplish the following:

- ✓ Maintain vigilant and proactive management of budget, schedule, and work quality and allow real time management
- ✓ Communicate with the City
- ✓ Smooth management for the City
- ✓ Allow ease of coordination with other City staff and stakeholders such as the community or other jurisdictional agencies

Achieving these goals depends equally on having proven project management procedures in place and on our 100% commitment to listen actively and understand the City's goals and objectives for each project. The Ardurra team will work as an extension of the City staff to support the City's needs to provide flexible and responsive service. Once a project has been identified through the planning process and there is consensus on the project elements, design can commence and move forward in a focused and cost-effective manner. The specific technical approach we would employ will depend on the nature of the particular task. Ardurra's project management approach provides well-structured procedures to plan, execute, and track the work while communicating effectively within the team, with the City and with the project stakeholders.



CONTINUOUS COLLABORATION

WORKING CLOSELY WITH THE CITY, OUR GOAL IS TO PROVIDE PROACTIVE SERVICES TO MANAGE BUDGET, SCHEDULE, AND WORK QUALITY TO DELIVER A PROJECT WITH LASTING VALUE.

Lines of Communication

Ardurra will be responsible for the overall project management, communication, and coordination with the City. Ms. Salgado will serve as the primary contact and liaison with City for new task orders and other issues that may arise. The Design Lead assigned to each task will work closely with Ms. Leong and will serve as the day-to-day manager of the assigned project team. The Design Lead will be involved in daily coordination and communications with the City and other team members. The Design Lead will oversee the specialty subconsultants and will check in with them regularly regarding process on their assignments.

Ardurra will implement routine communication avenues to keep the City's Project Manager informed of project progress and status.



DELIVERING RELIABLE QUALITY PROJECTS

ARDURRA'S APPROACH PROVIDES THE CITY WITH THOROUGHNESS, CREATIVITY, AND DEDICATION DURING ALL PHASES OF PROJECT EXECUTION

ARDURRA'S MANAGEMENT APPROACH PROVIDES THE CITY SEAM COORDINATION AND OPEN COMMUNICATION

KICKOFF

Meet with the City and visit the Project site to gain a thorough understanding of the project parameters, goals, constraints, and measures of success. Assign the right team for the task.

SCOPING

Prepare a clear and concise scope of services that describes the Project. Keep the City Team and Project Manager apprised of any factors that may affect the project budget or schedule so that there is time to identify and implement agreed-upon adjustments. Ardurra will consider the following during development of each Project scope:

- Think creatively to generate a broad range of potential solutions. For example, look for opportunities to modify or combine the project with other proximate facilities to simplify/improve City operations or reduce costs.
- Identify project opportunities that may allow the City to delay capital costs or reduce operational costs. For example, on the discharge side of a pump station, selecting a slightly oversized pipe may yield significant long-term energy savings that outweigh the added cost of the pipe.
- Make early assessment of potential environmental triggers and seek to configure the project and/or incorporate features that will streamline regulatory compliance by avoiding or reducing trigger conditions.
- Reference the appropriate City guidelines. Think about possible guideline modifications that may benefit the City and forward these as suggestions for the City to consider.

WORKPLAN

Execute the work independently, but in close coordination with the City so staff knows the progress and decisions being made. Obtain City input and reviews at appropriate stages. Where appropriate, conduct workshops with presentations to review the project progress and achieve consensus on key project decisions. This will streamline the design review process and promote stakeholder "buy-in" to the final recommendations. Look out for potential challenges or time sensitive factors such as permitting and ROW acquisition, cultural resource, or biological issues.

REPORTS

Prepare technical memoranda or project reports that describe the background information, data, assumptions, and analysis approach utilized, use clearly labeled graphics and tables, and provide a thorough description of the basis for the recommendations made. Our written documents are well-organized, easy to read, and tailored to the audience, with a concise Executive Summary section for documents to be reviewed by senior management.

EOPCC

Develop Engineer's Opinion of Probable Construction Costs (EOPCC) that utilize locally representative unit cost factors and appropriate market condition factors, reflect the level of detail used to define the project, and include appropriate levels of inflation factors and contingency based on well-established methods by the American Association of Cost Engineers.

QA/QC

Perform on-going quality control during project execution. This entails QC at multiple levels: from the project engineer checking his/her work, to the "arms-length" review of project deliverables by a senior staff member prior to submittal to the City.

ATTITUDE

Provide our services in the spirit of a positive and collaborative team environment, resulting in cost-efficient and successful Projects.

PROPOSED METHOD TO ACCOMPLISH THE WORK

Pipeline Design Technical Approach

Critical technical elements that Ardurra considers for pipeline projects include:

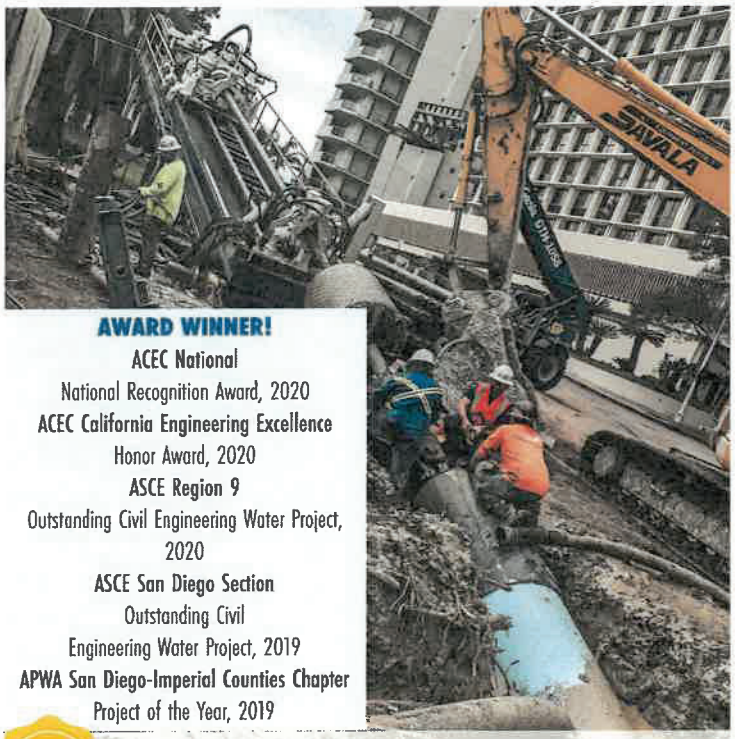
- System and pump hydraulics/surge effects
- Alignment selection and easement acquisition
- Pipeline separation requirements
- Utility crossings, summarized on plan & profile sheets
- Corrosion issues, specialty coatings and materials
- Geotechnical/foundation conditions included the need for special ground improvement design
- Environmental constraints
- Operation & Maintenance Issues
- Contracting strategies, scheduling, and budget control
- Traffic control
- Construction impacts: noise, dust
- Compliance with regulatory requirements
- Where trenchless pipe construction is utilized, classification by OSHA Mining & Tunnel Unit (>30-inch diameter)
- Preparation of SWPPP's and other requirements for compliance with the State's General Construction Permit and San Bernardino County requirements
- For pipes in the public-right-of-way, compliance with local agency municipal codes and ordinances regarding utility installations, traffic control, street resurfacing, and potholing activities
- Potholing plan

Typically, the most challenging aspect of underground pipeline design and construction is definition of existing facilities or utilities, particularly when there is sparse or no information. Ardurra utilizes a methodical and detailed utility research and plotting procedure that provides for a high level of confidence with respect to the locations of subsurface utilities. Our procedure is generally outlined as follows:

- Upon authorization by the City, contact USA Dig-Alert to obtain a pre-planning request which provides a listing of existing utility agencies in the project areas.
- Establish one point of contact at Ardurra to serve as "Project Utility Coordinator" and be responsible for tracking and documenting all utility requests and responses.
- From the USA Dig-Alert pre-planning list, contact all utility agencies in or around the proposed work area to establish contact information and lines of communication.
- Send to each utility agency a "Utility Notice of Planned Improvements" to formally request their system maps and record drawings.
- The Project Utility Coordinator will review information received for responsiveness and completeness, and will follow up phone calls or in person visits to agencies as necessary.
- Plot the utilities, along with proposed horizontal and vertical alignments (depending on submittal milestone). Send to each agency a set of plans for conflict check at each submittal milestone. Incorporate comments as necessary.
- Once the utility base map is established, perform QA/QC including a field review to determine if the plotted information is accurate with field conditions.
- If necessary, perform potholing to obtain actual field data for key utility crossings or parallel utilities of interest.
- Document and track the process at each step. Agencies are sent plans at each milestone regardless of whether or not there are conflicts, or conflicts have been resolved, due to potential changes in alignment, existing utilities, or agency review personnel.
- Utility information is plotted in the plan & profile sheets and summarized in a crossing table.

A TAILORED APPROACH

BASED ON OUR UNDERSTANDING OF EACH TASK ORDER, ARDURRA WILL TAILOR AN APPROACH TO DELIVER THE PROJECTS IN AN ECONOMICAL, TIMELY, AND QUALITY MANNER.



AWARD WINNER!

ACEC National
National Recognition Award, 2020
ACEC California Engineering Excellence
Honor Award, 2020
ASCE Region 9
Outstanding Civil Engineering Water Project, 2020
ASCE San Diego Section
Outstanding Civil Engineering Water Project, 2019
APWA San Diego-Imperial Counties Chapter
Project of the Year, 2019

AWARD WINNING

UPAS Street Waterline Replacement, City of San Diego (14,980 lf 8" - 12" PVC; 8, 160 lf 24" CML&C; 1,640 lf 30" HDPE HDD)

Ardurra has designed hundreds of miles of pipeline using the above utility research procedures and has an excellent track record of avoiding conflicts with existing utilities.

Condition Assessment for Pipelines

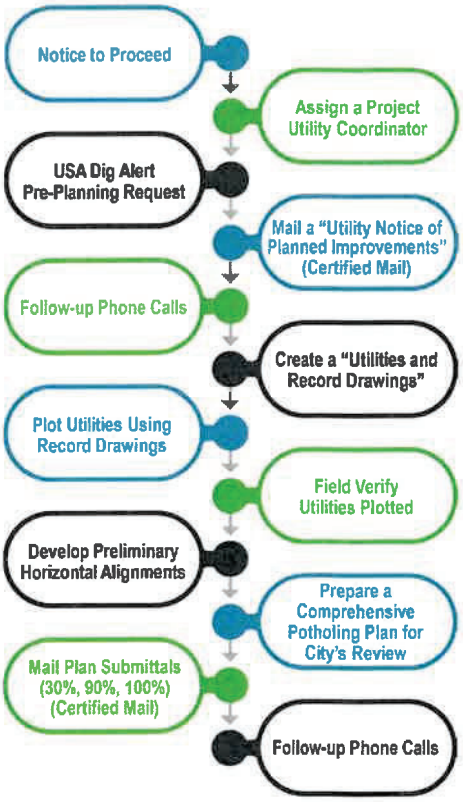
As time progresses and as many agencies transition from a growth-based capital improvement program to maintenance based programs, the condition of infrastructure deteriorates until such time as these facilities need to be repaired or replaced. An important facet of asset management and facility maintenance is the evaluation of the condition of existing facilities and the evaluation process leading to the development of mitigation options (e.g. no action, repair, replace, upsize, reline, etc.). Ardurra has performed evaluations for water and sewer pipelines and has included the services of subconsultant firms where special access or tools are required (e.g. specialized technology or CCTV inspections of pipes). We have also assisted agencies with the development of a risk-based Rehabilitation and Replacement Program that plans for replacement of facilities utilizing an advanced asset management methodology. Examples of projects where we have provided such system-wide services include:

- City of National City: 104 miles of sewer pipe. On this project, Ardurra utilized CCTV (performed by Affordable Pipeline) interior inspection to assist in the condition assessment process
- San Dieguito Water District: 178 miles of water pipe
- City of Mountain View: 184 miles of water pipe and 160 miles of sewer pipe

At a more facility specific level, Ardurra has also performed condition assessments of selected pipelines and pipe segments. The techniques used for these projects have included non-destructive and destructive testing (e.g. coupons, pipe segment extraction, and phenolphthalein) for ductile iron and asbestos cement pipes. We have also assisted agencies with the evaluation of various non-destructive testing procedures such as PICA See Snake, Pure Technologies Pipe Diver, and magnetic flux leakage testing. Specific project examples include:

- HighPoint Waterline, Vallecitos Water District: Condition assessment using PICA – 8-inch and 12-inch diameter DIP waterline
- Sewer Force Main Assessment, City of Oceanside: Condition assessment of 17,000 lf 24" sewer and 12,000 lf 42" force main using various technologies - PURE, UT testing, coupons for 24-inch and other size DIP sewer force mains

Utility Research Flow Chart



ANTICIPATING FUTURE & OPERATIONAL NEEDS

ARDURRA PLANS AHEAD. WE ASSIST AGENCIES WITH THE DEVELOPMENT OF A RISK-BASED REHABILITATION AND REPLACEMENT PROGRAM THAT PLANS FOR REPLACEMENT OF FACILITIES UTILIZING AN ADVANCED ASSET MANAGEMENT METHODOLOGY AND AN EVALUATION PROCESS TO DEVELOP MITIGATION OPTIONS.

Ardurra understands the City of Ontario's location presents unique water resource challenges and why long-term planning for local water reliability is a priority. The City of Ontario (City) is implementing the Pure Ontario Water (POW) project (Project) with the goals of developing a new, reliable water supply and reducing reliance on imported State Water Project (SWP) water. The City is working collaboratively with neighboring agencies. Ardurra is poised to provide planning level studies and assessments, local agency advisement, and other needed services to support the City of Ontario.



AWARD WINNING

AWARD WINNER!
ACEC California Engineering Excellence
Merit Award, 2016

San Elijo Hills Pump Station Interior, Vallecitos Water District
(2,700 gpm pump station)



AWARD WINNING

AWARD WINNER!
ACEC California Engineering Excellence
Merit Award, 2023

California Tank and Pump Station, City of Redwood City
(.75 MG potable water tank and 1,600 gpm pump station, 1,100 lf main pipeline, 640 lf 12-inch yard piping)



AWARD WINNING

AWARD WINNER!
ACEC California Engineering Excellence
Merit Award, 2018
APWA San Diego-Imperial Counties
Honor Award, 2017

Village Park Recycled Water Project,
Olivenhain Municipal Water District
(Conversion of existing potable Wiegand Tank to recycled water use)

Wells/Pump Station Approach

Critical technical elements that we consider for booster/pump stations include:

- Review of system hydraulics and pump selection/surge control
- Control strategies and integration into City SCADA system
- Energy management system time of use pumping
- Electrical/instrumentation requirements
- Power supply and standby power requirements
- Site selection and acquisition
- Seismic/structural issues
- Corrosion issues, specialty coatings and materials
- Operation & maintenance issues
- Contracting strategies, scheduling, and budget control
- Noise, aesthetics, and community concerns
- Safety pre-use analysis
- Disinfection requirements and associated chemical storage and dosing systems
- Consideration for use of packaged systems

Storage Facility Approach

Depending on the type, location, and size of the storage facility, there are a variety of technical considerations that Ardurra will address to accomplish the facility design:

- System hydraulics
- Tank type – steel or concrete
- Visual aesthetics/roof type
- Site configuration
- Geotechnical/foundation conditions
- Earthwork and grading; above-ground, partial, or full burial
- Water quality and circulation
- Operational and maintenance requirements
- Safety features for fall protection, roof access and confined space entry
- Integration into SCADA system
- Stormwater control facilities and bio basins
- Traffic and noise impacts during construction

Special Considerations for Non-Potable Facilities

Operations of storage and conveyance facilities for non-potable water present special challenges that require attention during design such as:

- Stored water quality can be more difficult to maintain and therefore requires special attention regarding the tank volume, residence time in the tank and circulation
- A higher degree of settlement in storage facilities can lead to the need for more frequent and special equipment for clean-out operations
- Configuring facilities to properly handle planned discharges such as wash down, as well as unplanned discharges like tank overflows, must respect regulatory constraints and may require special features to control flows (e.g. discharge to a sewer)
- Compliance with regulatory requirements, coupled with early coordination with regulators, is paramount to smooth project approval.

Wastewater/Water Treatment Approach

Ardurra's approach to designing treatment plants is to achieve the City's goals, meet regulatory standards, maintain operational efficiency, and manage initial capital costs and long-term operational and maintenance costs. Our thorough approach follows these steps:

- Preliminary site assessment and site planning
- Water quality analysis to identify contaminants and establish treatment goals.
- Perform Wastewater modeling.
- Treatment process selection that offer cost-effective design solutions and flexibility for future maintenance.
- Basis of design for expected performance levels, redundancy, functionality, and interoperability to establish expectations and selection of equipment for optimal performance.
- Early planning and discussions with regulators
- Assess risks and develop mitigation strategies
- Develop a robust operation and maintenance plan to ensure long-term efficiency, smooth start-up and operational transition plan.

Although the approach to designing treatment plants is similar, the technical expertise needed to design either type of complex plant comes from decades of specialized experience. Ardurra brings distinct technical experts who specialize in each area.

Groundwater Recharge Facility Approach

Depending on the desired City goals and basin-wide opportunities, the following approach is critical when designing groundwater recharge facilities:

- Conduct a comprehensive geological and hydrological study to understand the soil composition, aquifer characteristics
- Analyze the water basin to determine recharge capacities, existing water levels, seasonal variations, and limitations/ opportunities in adjudicated basins or SGMA regulations
- Develop a hydraulic model to simulate various scenarios to assess the impact of the basin
- Permeability tests
- Identify land use restrictions, environmental factors, infrastructure limitations.
- Site planning for well fields (injection/extraction) and spreading basins
- Monitoring system that allows for real-time adjustments and data-driven decision-making.
- Plan for long-term sustainability by accounting for ongoing maintenance, assessing potential impacts on ecosystems, and accounting for changes in climate patterns.



Environmental Services

Ardurra's approach to environmental document support combines experience and a pragmatic approach to environmental clearance, which we implement on each project. Our approach and methodology encompass a clear understanding of agency requirements and client objectives, focused scope of services, technical expertise, and frequent communication and collaboration. This results in daily progress toward achieving environmental compliance, avoids significant environmental constraints, and supports staff with expert representation in an efficient, practical, and timely manner. With this approach, Ardurra will achieve the following objectives:

- Assist the City in managing the environmental process
- Identify issues early and provide effective solutions for CEQA/NEPA compliance and environmental regulations
- Prepare technical studies and environmental reports in a clear and unbiased manner
- Provide stakeholder support
- Deliver expert environmental support to staff and at public meetings and hearings
- Facilitate regularly scheduled coordination meetings for updates and discussions
- Provide consistent interface and follow-up with staff to keep projects moving

FULL ENVIRONMENTAL SERVICES TO ACHIEVE COMPLIANCE

OUR PRAGMATIC APPROACH AVOIDS SIGNIFICANT CONSTRAINTS, RESULTING IN EFFECTIVE SOLUTIONS FOR CEQA/NEPA COMPLIANCE & ENVIRONMENTAL REGULATIONS

Knowledge of Regulatory Compliance and Other Agencies

The Ardurra Team has worked for many years with the regulatory and other agencies typically involved with City projects. We coordinate successfully with these agencies by communicating early on and addressing their requirements to achieve a smooth approval process. Examples of these agencies and their potential involvement in City projects include:

- **California State Water Board, Drinking Water Program:** DDW reviews projects involving water quality and disinfection issues associated with the design of a drinking water facility. They also regulate recycled water use (Title 22, cross-connection control/procedures, and standards for separation between potable water, recycled water and sewer pipes).
- **California Regional Water Quality Control Boards:** The RWQCB sets the City's waste discharge and producer/user requirements for recycled water as they relate to the groundwater management basins.
- **Native American Indian Tribes:** Sites where culturally significant features are present may require coordination with the tribal representatives and project modifications to preserve the features.
- **CalOSHA:** Any excavation over 5-ft deep requires OSHA compliance.
- **State of California Stormwater Regulations:** Preparation of SWPPP's and other requirements for compliance with the State's General Construction Permit.
- **Southern California Edison (SCE) and Southern California Gas (SCG):** Power supply to a facility and any construction activities near/across power or gas facilities will require SCE and SCG coordination and possibly permits or joint use agreements.
- **Caltrans and Railroads:** Where utility encroachments on their rights-of-way are unavoidable, comprehensive negotiations and design reviews can be expected.
- **San Bernardino County Flood Control District:** Projects impacting San Bernardino County Flood Channels require coordination with the County and an encroachment permit.
- **Local Cities:** Projects in the public-right-of-way must comply with City municipal codes and ordinances regarding utility installations, traffic control, street resurfacing, and potholing activities. We are familiar with the City's requirements.

LOCAL AGENCY & REGULATORY EXPERTISE FOR A SMOOTH APPROVAL PROCESS

OUR HISTORY OF SUCCESSFUL AGENCY COORDINATION PROVIDES CONTINUED DEVELOPMENT OF PROGRAMS AND PROJECTS THAT PROVIDE INCREASED WATER SUPPLY AND RELIABILITY FOR CONSTITUENTS.

Constructability Review

Ms. Amy Czajkowski and Scott Adamson will advise the team on constructability issues. They will review documents for change order exposure.

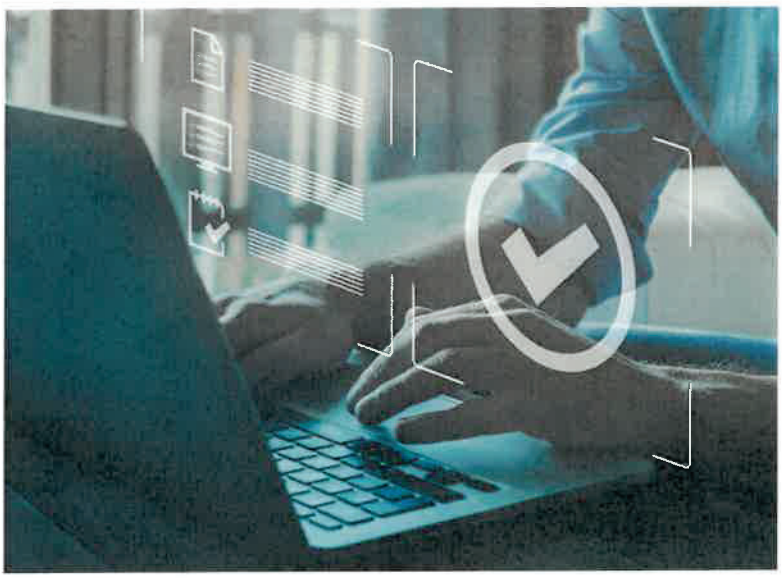
Stakeholder Approval

Project success must gain the support of the City, and the community. We understand the local challenges and know how to work with your internal and external stakeholders. Through effective communication and collaboration, and engaging O&M staff, we will garner project support to advance the project schedules. Ardurra also offers Community Relations/ Public Outreach services.

Communication & Collaboration:
We recognize the importance of effective communication with the City and your stakeholders throughout the course of the project. Therefore, Ardurra will leverage bi-weekly updates and design workshops to foster consensus-building and decision-making. Our On-Call Task Managers have the organizational and communication skills to lead the meetings, build consensus, and work through critical design approach concepts to reach alignment on the key issues.

O&M Engagement: We also recognize the end users of this project are the O&M staff and the success of this project will be judged to a great degree by the ease of operations and maintenance. Accordingly, Ardurra will ensure their needs and concerns are addressed and adequately incorporated into the design. We will actively seek their input during the workshops.

Community Relations/Public Outreach: Ardurra offers community relations services led by Rebecca Cole. Ms. Cole and her team provide services such as developing a Community Relations and Communication Strategy and Work Plan, Project Communication/Implementation for Community Meetings, and Material Development.



BIG PICTURE IN MIND

ARDURRA'S QA/QC PROCEDURES CONSISTS OF A SYSTEMATIC SEQUENCE OF TASKS APPLIED TO ALL PHASES OF THE PROJECT. WE PAY ATTENTION TO THE DETAILS TO VERIFY THE CITY'S OBJECTIVES ARE MET AND SUPPORTED BY THE STAKEHOLDERS. WE ARE DEDICATED TO ACHIEVING HIGH QUALITY STANDARDS.

Quality Management Approach

It is Ardurra's philosophy that all team members are responsible for the quality of the products being produced. As such, we foster an atmosphere of continual quality control. The Ardurra team conducts formal internal quality control review at each review submittal level, prior to submittal to City. Ardurra has established a standard Quality Assurance program for its engineering projects.

Our goal is to create a working environment where quality is a top priority through clear definition of, and conformance to, requirements and procedures, raising awareness, and doing things right the first time.

At the core of our QA/QC process is the principle of proper commitment of resources and allocating sufficient review time. Therefore, we have created an independent Project Oversight Committee which has a dedicated role to provide QA/QC reviews and input to the team. Anders Egense, who offers a unique perspective from both the planning and engineering viewpoints, will lead our Quality Management Team. Supporting Anders is Amy Czajkowski, who is a certified construction manager, and Scott Adamson. They will perform constructability reviews for each task order or design package as needed.

Ardurra utilizes a dual approach to quality reviews. First is the initiation of the overall operations conducted to provide adequate confidence that our products and services will satisfy given requirements for quality. This is more commonly known as "quality assurance" or QA. Quality assurance at Ardurra provides that adequate resources are dedicated to the project for not only production but quality reviews and that the overall product and services provided meets the project requirements. This is accomplished by careful attention to detail during scope development and project execution, along with application of sound project management principles. We then implement planned and specified review actions or operations necessary to develop a product that will meet given or defined requirements for quality. This is commonly referred to as "quality control" or QC. Quality control is accomplished through the methodical adherence to agency standards, engineering design standards, technical reports and CAD standards. A series of design checklists, interdisciplinary review procedures, industry standards (ASTM, AWWA, ANSI), and guidelines are utilized to provide the appropriate QC requirements.

The implementation of the QA/QC Program to any project is essential but is even more critical when projects are complex and involve multiple disciplines where work is performed by subconsultants. Ardurra understands that in addition to our team of specialty subconsultants, projects often entail coordination with other consultants engaged directly by the City (e.g. corrosion/cathodic protection, environmental, geotechnical, or survey consultants). The first step in the QC process with subconsultants is to include them in the early stages of the project scoping and kick-off and coordination efforts where the design criteria and project objectives are established.

This is critical for subconsultants where changes in process configurations will have a large impact on their individual designs. Ardurra also understands that as the design progresses, there will be changes and these changes need to be communicated to the subconsultants. Ardurra also sends all subconsultants updated base drawings when they are updated. Ardurra has found that by adhering to these simple procedures many of the common inconsistencies and errors are avoided and smooth coordination with the subconsultants is achieved. Two additional steps foster QA/QC of the work produced by our subconsultants. Through our subcontracting agreement, we require that they prepare and maintain their own QA/QC program internally and that they document their efforts. Secondly, we review their deliverables carefully for compliance with the goals of their scope of services and the needs of the project.



09 INSURANCE

ARDURRA

09 INSURANCE

ARDURRA-01 TBENSON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/2/2024

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615
INSURED Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	INSURER B : Phoenix Insurance Company A++, XV	25623
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : National Fire & Marine Insurance Company	20079
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			630-5X487435	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			810-5X558309	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-5X642114	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-5X489557	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			42-EPP-306878-06	1/1/2024	1/1/2025	Per Claim/Aggregate	10,000,000

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

National Fire & Marine Insurance Company is the writing company for Berkshire Hathaway Specialty Insurance Company. Berkshire Hathaway Specialty Insurance Company has an AM Best Rating of A++ in the Financial Size category of XV. The AMB# is 000864, and the NAIC# is 22276.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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10 LITIGATION

ARDURRA

10 LITIGATION

Litigation Ardurra Group, Inc., along with firm officers and directors, have no ongoing criminal or civil litigation, investigations, arbitration or administrative proceedings that would affect the successful delivery of this contract. The following is list of claims from the past 5 years:

- 2022 Bowen and Kron Enterprises Inc. and Vapor Industries, LLC vs. Ardurra Group, Inc. – Legal Action Still Active
- 2020 Promontory at Innisbrook Homeowners Association. Status: 558 Notice - Notice, no further correspondence has been received
- 2019 Deerfoot Point Condominium Association. Status: 558 Notice– Notice, no further correspondence has been received
- 2019 Woods of Ortega Floor Plate, Multi-Party 558 Notice, CA. – Notice, no further correspondence has been received – Voluntary Dismissal as of 10/26/21
- 2019 Gilberti v. Ardurra Group – Legal Claim dismissed – Dismissed as of 10.2019



11 OTHER INFORMATION

ARDURRA

11 OTHER INFORMATION

A. Ability to Staff Tasks Efficiently & Complete Projects On Time and Within Budget

Ardurra's wide range of in-house capabilities makes us capable of providing the right staff for each task. This allows us to tailor every project and work with clients to reasonably obtain budget and schedule objectives. Our flexibility is a reason clients continually return to Ardurra for their professional engineering needs.

B. Community Involvement

Ardurra employees actively participate and contribute to the communities where we live and work. By pursuing leadership opportunities within engineering organizations, our employees have influenced programs that reach out to a diverse population. Moreover, by volunteering as leaders, Ardurra employes directly contribute their time and energy to the benefit of the engineering community and communities in which we work.

Ardurra Employees Community Service Involvement

Diversity, Equity, and Inclusion

Dolores Salgado, PE has been serving as Chair for the DEI committee since 2020. The American Council of Engineering Companies in California (ACEC-CA) consists of more than 22 chapters in the state. As a statewide organization, they are dedicated to enhancing the consulting engineering and land surveying professions, protecting the public and promoting use of the private sector in the growth and development of our state. The mission of the DEI committee is to promote diversity, equity, and inclusion with ACEC-CA member firms and public agencies by increasing awareness, demonstrating value, and providing resources to support member firms seeking to implement diversity, equity, and inclusion strategies. The committee hosts webinars and serves as a resources to member firms seeking to diversify their workforce and retain their employees by creating a culture of inclusion within their organization.

Introduce a Girl to Engineering Day

Dolores Salgado, PE, spearheaded the second annual "Introduce a Girl 2 Engineering" (IGE) event held at Bakersfield College. The event concept was derived by the American Council of Engineering Companies California (ACEC-CA) in support of their Diversity, Equity, and Inclusion Committee's initiatives. ACEC-CA was interested in sponsoring an event to increase the number of women entering engineering careers to meet the demand of our industry. Dolores serves as the DEI Committee Chair for ACEC-CA. We partnered with the Bakersfield College Math Engineering and Science Achievement Program (BC-MESA) because the BC-MESA Program outperforms the College STEM Program in student retention, grade point average and transfer rates. The event targeted 9th and 10th grade girls from schools in Kern County that feed into this community college. More than 140 girls attended and met professional women engineers, learned about different engineering careers, toured the college campus, and participated in a hands-on competition. Ten scholarships were raffled off and competition winners received prizes!

C. Previous Involvement with the City

Our team has been involved in several projects for the City of Ontario/Ontario Utilities company including the following:

- UT1032 On-Call Professional Engineering Services
- UT1013 San Antonio Transmission Watermain, Phase 1
- UT1046 San Antonio Transmission Watermain, Phase 2 - 8th Street
- UT1038 Risk & Resilience
- UT1050 Ontario Ranch Phase 2 Water Improvements
- City's Annual Land Use Control Inspection - Bon View
- On-Call Construction Management and Inspection for Various Projects
- UT1065 FY2023/24 Water Main Improvements
- UT1066 Downtown Water Main Improvements
- UT1067 Laurel Avenue Sewer Main Improvements
- UT1069 Sultana Avenue Sewer Main Improvements
- UT1070 Nocta Street Sewer Main Improvements
- UT1077 Nocta Street Sewer Lateral
- 935 E Hold Blvd Demolition
- SM2302 Sultana Storm Drain
- Ontario Regional Sports Complex
- SD063 Fourth Street Storm Drain

D. Conflict of Interest

Ardurra Group, Inc has no conflict of interest in connection with providing the services listed in the RFQ for the City of Ontario's On-Call Design Services Project, RFQ No. 1740.



12 CERTIFICATION OF PROPOSAL

ARDURRA

12 CERTIFICATION OF PROPOSAL

"The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

Robert S. Weber, PE
Southwest Water Practice Director
rweber@ardurra.com
858.842.6978



13 APPENDIX

ARDURRA







RESUMES

ARDURRA



DOLORES SALGADO, PE

PROJECT DIRECTOR/PROJECT MANAGER

Ms. Salgado has 25 years of experience in the planning and design of civil transportation and water and sewer projects. She manages Ardurra's central valley office located in Bakersfield, CA. Her civil transportation experience includes light rail transit and bus rapid transit. Water and sewer experience includes water storage, conveyance and distribution facilities and sewer collection facilities. Ms. Salgado is bilingual in English and Spanish and provides technical translation services.

EDUCATION

B.S. Civil Engineering, San Diego State University

REGISTRATION

Professional Engineer
CA No. C67536

YEARS OF EXPERIENCE

25

RELEVANT HIGHLIGHTS

- ✓ Knowledge of OMUC procedures
- ✓ Extensive experience managing multi-faceted projects
- ✓ Proven leadership skills
- ✓ Track record of successful project delivery

RELEVANT EXPERIENCE:

On-Call Professional Engineering Services, Ontario Municipal Utilities Company (OMUC). Ardurra has provided various services to the City of Ontario/Ontario Municipal Utilities Company since 2019 for various pipeline, water sewer main and transmission improvements, and various construction management and inspection projects.

Ontario Ranch Phase 2 Water Main Improvements, OMUC/ City of Ontario. Project Manager for approximately 1.5 miles of 30-in diameter cement mortar lined and coated, welded steel pipe (CML&C WSP), PZ 925, along Grove Avenue between Eucalyptus Avenue and Chino Avenue, design of an interim Pressure reducing valve (PRV) station at the intersection of Grove Avenue and Chino Avenue to break pressure from the PZ 1010 to PZ 925, situated on the north side of Chino Avenue approximately 500 feet east of Grove Avenue, 1.6 miles of 18-in diameter CML&C WSP, PZ 1010, along Chino Avenue between Grove Avenue and the Chino Avenue Bridge (Cucamonga Creek).

San Antonio Ave 30-inch Diameter Transmission Water Main, OMUC/ City of Ontario. Project Manager. Design for approximately 2,900 linear feet of new 30 & 36-inch cement mortar lined and coated welded steel pipe (CML&C WSP) and abandoning approximately 5,000 linear feet of existing 18-inch diameter transmission main. The project is located within the City of Upland, highly urbanized area and the subsurface conditions in Upland consist of lakebed sediment, cobbles, and boulders, therefore are prone to caving and present very difficult trenching conditions. The pipeline profile was approximately 20-feet deep near OMUC's 20-million-gallon reservoir to maximize the operational capacity of the reservoir. At the major intersection, IEC worked with Bennett Trenchless to design approximately 85 linear feet of tunneling to cross underneath the existing 108-inch diameter storm drain and avoid open trench construction in the intersection.

Euclid Ave Downtown Recycled Water Project, OMUC/City of Ontario. Principal-in-charge. The Euclid Avenue Downtown Recycled Water Pipeline Project (Project) consists of 24,630 linear feet of 8-inch, 12-inch, and 24-inch recycled water main that will be constructed to reduce use of potable water, specifically for landscape irrigation, within a portion of western Ontario. The Project will construct new recycled water mains for the conveyance of recycled water from the Inland Empire Utilities Agency (IEUA) existing recycled water distribution system located within City Limits from a 30-inch diameter IEUA recycled water main at the 4th Street/Euclid Avenue and from a 24-inch diameter IEUA recycled water main located at the Riverside Avenue/Cucamonga Channel. Once constructed the Project will convey recycled water to existing city-owned

DOLORES SALGADO, PE

PROJECT DIRECTOR/PROJECT MANAGER

and operated facilities for landscape maintenance. The Project will provide recycled water for landscape irrigation along the Euclid Avenue arterial median, within Ontario's downtown district, and via new mains constructed within collector and local streets off Euclid Avenue to nearby parks at Riverside Drive and Flora Street, and to the City's civic center. The Project will facilitate conservation of potable water and distribution recycled water that is treated for irrigation by IEUA. Over 50 million gallons per day of wastewater from its regional treatment plants is accepted and treated at IEUA facilities. This water is treated to Title 22 regulations set forth by the State Division of Drinking Water and delivered for agriculture, municipal irrigation, industrial uses, and for groundwater replenishment.

UT1065 and UT1066 Water Main Improvements, Ontario Municipal Utilities Company/ City of Ontario. Approximately 3.4 miles of 8-in and 12-in diameter cement mortar lined and coated, welded steel pipe (CML&C WSP), in the downtown area. The project includes the installation of new water service connections and appurtenances.

Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario. Approximately 2,900 linear feet of 12-in diameter ductile iron pipe. The project includes the installation of new water service connections and appurtenances.

640 Potable Water Reservoirs, Otay Water District. Project Engineer for the final design of twin 10 million gallon (MG) partially buried prestressed concrete reservoirs at the District's Regulatory Site, which is the terminal storage for a major part of their service area within the 640 pressure zone. The project included a detailed alternative analysis to recommend the optimal reservoir configuration, type, and location. Major project elements included five vaults for flow control and chemical injection, chemical metering pumps and associated chemical room improvements, two pressure reducing stations, civil site improvements, access roadways, mass grading and storm drain improvements, landscaping, over 14,000 lf of new pipelines, and demolition of an existing conventionally reinforced concrete tank (1.6 MG) and abandonment of associated piping.



KAITLYN LEONG, PE

DEPUTY PROJECT MANAGER

Kaitlyn is a project manager that brings strong design experience in water and wastewater projects. Her attention to detail and work on a breadth of projects makes her an effective key project member. Kaitlyn is proficient in the development of pipeline design, detailed cost estimates, and preparation of preliminary design reports. Kaitlyn is also skilled in several modeling and design programs including AutoCAD, HEC-RAS, InfoWater, and GIS.

EDUCATION

B.S. Civil Engineering, University of the Pacific, CA

REGISTRATION

Professional Engineer CA No. C89478

YEARS OF EXPERIENCE

10

RELEVANT HIGHLIGHTS

- ✓ Proven Project Manager for OMUC/City of Ontario Projects
- ✓ Knowledge of City of Operations, Design Standards, and Technical Specifications
- ✓ Organized, focused, and committed to meeting project deadlines

RELEVANT EXPERIENCE:

UT1065 and UT1066 Water Main Improvements, Ontario Municipal Utilities Company/ City of Ontario. Project Engineer for approximately 3.4 miles of 8-in and 12-in diameter cement mortar lined and coated, welded steel pipe (CML&C WSP), in the downtown area. The project includes the installation of new water service connections and appurtenances. to act as an extension of municipal staff.

UT1067, UT1069, and UT1070 Sewer Main Improvements, Ontario Municipal Utilities Company/City of Ontario. Project Manager for the design of approximately 1,400 linear feet of 8-inch diameter pipeline and 4,500 LF of 10-inch diameter vitrified clay pipe. The project includes the construction of a sewer diversion manhole and sewer service connections.

Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/ City of Ontario. Project Engineer for approximately 1.5 miles of 30-in diameter cement mortar lined and coated, welded steel pipe (CML&C WSP), PZ 925, along Grove Avenue between Eucalyptus Avenue and Chino Avenue, design of an interim Pressure reducing valve (PRV) station at the intersection of Grove Avenue and Chino Avenue to break pressure from the PZ 1010 to PZ 925, situated on the north side of Chino Avenue approximately 500 feet east of Grove Avenue, 1.6 miles of 18-in diameter CML&C WSP, PZ 1010, along Chino Avenue between Grove Avenue and the Chino Avenue Bridge (Cucamonga Creek).

Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario. Project Engineer for approximately 2,900 linear feet of 12-in diameter ductile iron pipe. The project includes the installation of new water service connections and appurtenances.

Euclid Ave Downtown Recycled Water Project, OMUC/City of Ontario. Project Engineer. The Euclid Avenue Downtown Recycled Water Pipeline Project (Project) consists of 24,630 linear feet of 8-inch, 12-inch, and 24-inch recycled water main that will be constructed to reduce use of potable water, specifically for landscape irrigation, within a portion of western Ontario. The Project will construct new recycled water mains for the conveyance of recycled water from the Inland Empire Utilities Agency (IEUA) existing recycled water distribution system located within City Limits from a 30-inch diameter IEUA recycled water main at the 4th Street/Euclid Avenue and from a 24-inch diameter IEUA recycled water main located at the Riverside Avenue/Cucamonga Channel. Once constructed the Project will convey recycled water to existing city-owned and operated facilities for landscape maintenance. The Project will provide recycled water for landscape irrigation along the Euclid Avenue arterial median, within Ontario's downtown district, and via new mains constructed

KAITLYN LEONG, PE

DEPUTY PROJECT MANAGER

within collector and local streets off Euclid Avenue to nearby parks at Riverside Drive and Flora Street, and to the City's civic center. The Project will facilitate conservation of potable water and distribution recycled water that is treated for irrigation by IEUA. Over 50 million gallons per day of wastewater from its regional treatment plants is accepted and treated at IEUA facilities. This water is treated to Title 22 regulations set forth by the State Division of Drinking Water and delivered for agriculture, municipal irrigation, industrial uses, and for groundwater replenishment.

Disadvantaged Communities (Mead Valley Cajalco Corridor and Good Hope Olive Area) Water Main Improvements, Eastern Municipal Water District . Project Engineer. Project for EMWD included the design of approximately 1,650 linear feet of new 8-inch diameter water pipeline in the Mead Valley area and approximately 7,800 linear feet of new 8-inch diameter water pipeline in the Good Hope Olive area. The project includes the installation of 86 new water service connections and the reconnection of 182 existing service connections. The Project is located in unincorporated Riverside County. The new pipelines provide safe a reliable access to potable water.

Downtown Sewer Replacement, Elsinore Valley Municipal Water District. Project Engineer. Project includes evaluating the condition of approximately 7,700 lineal feet of 6 and 8-inch diameter sewer mains via CCTV, site inspections, input from operators and maintenance crews. The project is located in the downtown area of the City of Lake Elsinore. The project replaced and upsized approximately 4,000 lineal feet of sewer mains, reconnected approximately 60 sewer laterals, replaced approximately 14 manholes, and repaired the streets with grind and overlay.

Pershing Avenue Sewer Trunk Line Rehabilitation Project, City of Stockton . Staff engineer providing the City of Stockton with assistance in the implementation (final design) of the rehabilitation of approximately 2,300 LF of gravity sewer trunk lines with pipe diameters of 18-inch to 30-inch along Pershing Avenue from Venetian Drive to West Swain Avenue. Our tasks included CCTV review, condition assessment, alternative evaluation, preliminary design, and final design. The project will include pipe bursting an existing 30-inch segment to 33-inch and lining the remaining segments with cured-in place concrete rehabilitation methods.

2014-2016 Miscellaneous Water and Sewer Main Replacement Project, City of Mountain View. Staff Engineer for the design services for the City of Mountain View's sewer and water main replacements project. Design includes replacement of 5,280 lineal feet of 4-inch and 6-inch cast iron water mains with PVC pipe material with conventional open trench method. Design also included replacement of 4,840 lineal feet of 6-inch and 8-inch sewer mains with pipe bursting method. Reviewed CCTV records and videos of existing sewer condition and provided recommendations of best replacement method based on existing sewer condition. Pipe burst methods were employed where feasible based on review of sewer conditions from CCTV investigation. The project included evaluation of sewer repair methods for a sewer main near a Caltrain crossing.

Fairfield Sanitary Sewer Rehabilitation Project, City of Fairfield. Staff engineer providing the City of Fairfield a comprehensive sewer replacement plan for the Midtown area that includes approximately 90,000 LF of gravity mains ranging from 4-inch to 10-inch in diameter. Reviewed CCTV and performed a condition assessment of the existing pipeline. Identified critical defects using National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP®) methods.

Semitropic School Water Supply Project, Wasco, CA. Staff Engineer for the design of an approximately 5,000 foot water supply pipeline connecting the school to an existing 12-inch waterline. The Semitropic School's has a problem with water quality and reliability. The water supply has arsenic levels which are not in compliance with the new drinking water standards and also exceeds the MCL for iron and antimony. The school's well is also vulnerable to chemicals and byproducts from the surrounding agricultural activities. Prepared a preliminary engineering report to support a water supply funding application. The school is located within one mile of the wells and treatment plant for Lost Hills Utility District (LHUD). It was determined that consolidation with the LHUD would be the best alternative to provide reliable water service that meets the drinking water standards and the present and future needs of the school.

North Kaweah Mutual Company Water Supply and Consolidation Project, Three Rivers, CA. Staff Engineer for planning, design and construction management in a mountainous area to consolidate two water systems, install approximately 10,600 feet of 6- and 8-inch waterlines, fire hydrants, new 120,000 gallon storage tank, pressure reducing station, two new shallow wells, a 25 gpm water treatment plant, and new electrical services.



ROBERT WEBER, PE

QUALITY MANAGEMENT - DESIGN REVIEWS

Mr. Weber has 33 years of civil engineering and project management experience on a variety of municipal and public works water, wastewater, and recycled water projects. Specific project experience includes conveyance pipelines, reservoirs and tanks, water pump stations, and sewer lift stations. He has also successfully managed several as-needed services contracts for municipalities and water/wastewater utilities. Mr. Weber is thoroughly familiar with design standards, techniques, and analytical methods, bid specifications, and cost estimating. His experience extends beyond civil engineering to include securing required project permits, fostering cooperative inter-agency approvals, and gaining community project acceptance.

Mr. Weber's project success is based on his ability to understand the client's needs and objectives and translate them into actions during execution of the project. He prides himself in involving the client in the project, and ensuring the technical staff understands the critical issues of the project. His engineering decisions and designs are based on careful considerations of project needs and specific site characteristics. His dedication to quality effectively manages project risks and controls construction and operational costs.

EDUCATION
B.S. Civil Engineering, State University of New York at Buffalo

REGISTRATION
Professional Engineer
CA No. C59312

YEARS OF EXPERIENCE
33

RELEVANT HIGHLIGHTS

- ✓ Extensive experience managing multi-faceted projects
- ✓ Led award winning projects, which includes water filtration systems and water treatment plants
- ✓ Ability to pivot and find proactive solutions
- ✓ Experience working with major public work agencies and member agencies

RELEVANT EXPERIENCE:

AS-NEEDED SERVICES PROJECT EXPERIENCE

The broad and diverse experience offered by Robert has been called upon in "as-needed" situations for municipal engineering. Managing many task assignments concurrently and providing highly responsive service, Robert has designed pipeline replacements, sewer lateral relocations, culvert and storm drainage improvements, service access roads, pipeline bridge crossings, tank foundations, erosion control systems, and conducted planning studies for literally hundreds of residential homes. Robert is recognized among his peers for his earthwork and grading expertise. Through his experience he has proven to act as an extension of municipal staff.

As Needed Engineering Services, Leucadia Wastewater District.
Project Manager. Ardurra provided as-needed engineering services on a task order delivery basis to the Leucadia Wastewater District (District) from 2006 to 2022. Services encompassed a wide variety of tasks to support all aspects of the District's Capital and Operational needs including planning and hydraulic modeling, Geographical Information System (GIS) support services, flow monitoring, engineering design, cost estimating, plan preparation, office engineering during construction, and construction inspection. The following are a few of the projects Ardurra has successfully completed to date:

- Annual Sewer Rehabilitation (Fiscal Years 2013 – 2022)
- Batiquitos Gravity Sewer
- B2 and B3 Force Main Replacement
- Piraeus Street Gravity Sewer
- Satellite Force Main & Pump Station Replacement
- Scott's Valley Sewer Rehabilitation
- L1 Force Main West Section Replacement
- Leucadia Scenic Cured-in-Place Pipe Lining

ROBERT WEBER, PE

QUALITY MANAGEMENT - DESIGN REVIEWS

As-Needed Engineering and Design, City of Anaheim – Anaheim Public Utilities. QA/QC & Technical Review. Public Utilities Water capital improvement program. For the last five years Ardurra has served as the City's on-call consultant. Projects have included design of pipelines, wells, pump stations, pressure regulation stations, water mains, water quality and treatment, and reservoirs. Other work has included planning studies, hydraulic modeling, feasibility studies, and construction management and inspection.

Urban Water Management Plan, Phelan Piñon Hills Community Service District. Principal-in-charge. Delivery of the District's 2020 UWMP to meet state regulatory requirements. Significant updates to the 2015 plan were made including an update to the existing water shortage contingency plan. The team worked diligently with District staff and team to deliver the project successfully.

Water Master Plan, Phelan Piñon Hills Community Service District. Principal-in-charge. Delivery of the District's Water Distribution Master Plan to help the City develop its capital improvement budget. Tasks included data collection, data analysis, update of water distribution system design criteria, update and calibration of water hydraulic model with the most recent operational control information, demand information, and field tests, evaluation of the system under Average Day Demand (ADD), Maximum Day Demand (MDD), Peak Hour Demand (PHD), and MDD plus Fire Flow (FF) conditions, identification of system deficiencies based on model results, and recommendation of Capital Improvement Projects. An additional task included a study to help the District identify operational solutions to optimize the use of Reservoir 6A.

2020 Water Master Plan and Water Capacity Fee Study, San Dieguito Water District. Principal-in-charge. Project included: hydraulic model update and validation, demand forecasting, asset valuation and condition assessment, water capacity fee study, fire hazard analysis, and capital improvement project development and prioritization.

As-Needed Water Distribution Modeling Services, City of Oceanside. Principal-in-charge for various tasks related to system operations changes, design support, and new development related impact studies.

OTHER RELEVANT PROJECT EXPERIENCE

Lester J. Berglund Water Treatment Plant Clearwell Temporary Bypass, City of Poway. Principal-in-charge. Ardurra developed options, including phased cover/liner replacement, constructing a bypass pipeline around the Clearwell, and constructing facilities that would enable the retirement of the existing Clearwell. The selected project option included constructing a bypass system with temporary storage. The Bypass System included a permanent bypass pipeline (1,140 ft of 36" CML&C steel), a temporary bypass pump station (3,900 gpm), and temporary storage tanks (2.2 MG in twin bolted steel tanks with 1,100 ft of 24" HDPE pipe).

Clearwells Replacement, City of Poway. Project Manager for a replacement clearwell facility consisting of two 4 MG prestressed concrete reservoirs, providing reliable and redundant storage for the Lester J. Berglund Water Treatment Plant. The two replacement reservoirs will be constructed in the footprint of the existing lined earthen berm reservoir with floating cover. The project involves significant grading and construction of hundreds of linear feet of retaining wall to create the space for the unburied tanks.

Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District (FPUD), Fallbrook, CA. Principal-in-Charge for the design of treatment facilities associated with an agreement between FPUD and the federal government that settled a century long dispute over water rights of the Santa Margarita River. The treatment train included 8-mgd of iron and manganese utilizing greensand media within six 12-inch diameter and 30-inch long pressure vessels. A side stream treated with RO membranes was remixed to create a product water to match the water quality of FPUD's imported water. The product water was pumped directly in the distribution systems. Distribution system improvements included two miles of 24-inch CML&C steel pipe, a remote 8-mgd pump station and 6-MG steel water storage tank.

San Diego 28 Flow Control and Alvarado Hydroelectric Facilities Rehabilitation, San Diego County Water Authority. Principal-in-Charge. The San Diego 28 Flow Control Facility (SD12 FCF) is a 150 cubic feet/second turnout from SDCWA's Pipeline 4, providing water to the City of San Diego's Alvarado Treatment Plant (AWTP). The FCF site is adjacent to AWTP, and includes the 2.0 MW Alvarado Hydroelectric Facility (AHEF), which has been out of service since 2007. The project includes a new turnout structure and piping, new meter and valve vaults, abandonment of existing FCF structure, sizing of new turbine to maximize annual energy production for the least capital and maintenance costs (estimated at 1.9 MW), new electrical and controls components, new 48-inch yard piping, and rehabilitation of the existing AHEF.

Tunnel Hill Facilities Rehabilitation, Helix Water District. Served as Project Manager for the preliminary and final design services for rehabilitation of facilities on the District's Tunnel Hill site. The facilities consist of a 2 million gallon steel tank, a 1 million gallon prestressed concrete tank, and a water pump station. The focus of the project was seismic upgrade and re-roofing of the existing steel tank along with ancillary improvements for the other facilities.



ANDERS EGENSE, PE

QUALITY MANAGEMENT - DESIGN REVIEWS

Anders Egense is experienced in water resources planning and engineering. Specialized experience includes the planning and design of potable water and recycled water supply and distribution systems.

EDUCATION

M.Eng. Civil Engineering, University of California, Berkeley

B.S. Civil Engineering, University of California, Irvine

REGISTRATION

Professional Engineer
CA No. C40654

YEARS OF EXPERIENCE

40+

RELEVANT HIGHLIGHTS

- ✓ 40 years of water planning & design experience
- ✓ Extensive QA/QC experience with attention to detail
- ✓ Dedication to quality and effectively manages project risks, and controls, construction and operational costs

RELEVANT EXPERIENCE:

Clearwells Replacement, City of Poway. Technical Advisor for a replacement clearwell facility consisting of two 4 MG prestressed concrete reservoirs, providing reliable and redundant storage for the Lester J. Berglund Water Treatment Plant. The two replacement reservoirs will be constructed in the footprint of the existing lined earthen berm reservoir with floating cover. The project involves significant grading and construction of hundreds of linear feet of retaining wall to create the space for the unburied tanks.

Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District (FPUD), Fallbrook. Technical Advisor for the design of treatment facilities associated with an agreement between FPUD and the federal government that settled a century long dispute over water rights of the Santa Margarita River. The treatment train included 8-mgd of iron and manganese utilizing greensand media within six 12-inch diameter and 30-inch long pressure vessels. A side stream treated with RO membranes was remixed to create a product water to match the water quality of FPUD's imported water. The product water was pumped directly in the distribution systems. Distribution system improvements included two miles of 24-inch CML&C steel pipe, a remote 8-mgd pump station and 6-MG steel water storage tank. Project Name, Client, City, State. Insert role and project details here.

Cactus II Feeder Transmission Main Evaluation, Eastern Municipal Water District (Perris, CA). Project Manager for planning study for 6.5 miles of 36"-48" pipeline including water demand assessment, pipe diameter versus pump energy evaluation, alignment alternatives evaluation, and preliminary project cost estimates.

Recycled Water Pipeline Extension Phase I Design, City of Solana Beach. Project Manager for design of 6,000 ft of 4"-8" PVC pipeline to serve irrigation customers. Project includes attachment of DIP pipe segment on bridge crossing railroad, irrigation system retrofit, traffic control plans, and coordination with multiple stakeholders: North County Transit District, Santa Fe Irrigation District (water purveyor), San Elijo JPA (water wholesaler), County of San Diego DEH. Also provided bid and construction phase support services.

Paseo Vivora Pipeline, Eastern Municipal Water District. Project Manager for the planning and design of pipeline replacement project comprised of 2,200 ft of fusible PVC pipe and appurtenances, and abandonment of old steel pipe. Also providing engineering support services during construction.

Five Reservoirs Rehabilitation Project, Padre Dam Municipal Water District. Project Manager for the planning and design of a multifaceted rehabilitation and replacement program involving the following potable water facilities: rehabilitation of four hopper-bottom reservoirs (3.5 MG Chocolate Summit, 2.4 MG Mountain Top, 2.6 MG West Victoria, and 7.9 MG Blossom Valley) to replace the 45-year old roofs with new aluminum dome roofs; construction of a new 2.3 MG prestressed concrete reservoir to replace the aging 1.3 MG

ANDERS EGENSE, PE

QUALITY MANAGEMENT - DESIGN REVIEWS

East Victoria Reservoir; and construction of new pump stations to replace the existing West Victoria Pump Station (1,500 gpm) and East Victoria Pump Station (1,000 gpm). Each pump station is housed in CMU building with new SCADA, power supply, surge control and security systems. The project includes comprehensive hydraulic analyses and four separate bid packages in order to phase the construction in such a manner that impacts to District operations and customers are minimized.

Rock Springs Sewer, Vallecitos Water District. Project Manager for the design of 2,700 ft of 12"-15" gravity sewer (with trenchless construction section) through environmentally sensitive corridor. Project included slip-lining to rehabilitate one segment of 8" pipe, environmental compliance (IS/MND preparation), and coordination with homeowners to select alignment that minimized impacts to HOA park.

La Jolla View Reservoir and Pipeline, City of San Diego. Project Manager responsible for PDR and PS&E for 3.1 MG reservoir, 3,000 ft of 30" welded steel pipe, and demolition of two outdated reservoirs. Reservoir is comprised of pre-stressed concrete tank that is fully buried with limited surface features. Project includes extensive habitat restoration and public outreach support due to the tank location in a scenic, hilltop park in coastal La Jolla area.

Village Park Recycled Water Facilities, Olivenhain Municipal Water District. Project Manager for alternatives evaluation, PDR, and PS&E for design of 35,500 feet of 4"-12" PVC and fusible PVC pipe, an 1,200 gpm pump station (using pre-fabricated station), flow metering facilities, and modifications for conversion of existing 1.0 MG water tank to recycled water operation including addition of potable make-up water system with flow control and air-gap. The pipelines are located in busy thoroughfares, residential streets and fronting schools and businesses. Services included extensive utility agency and City of Encinitas coordination and hydraulic analysis of operational interface between Olivenhain Municipal Water District and San Elijo Joint Powers Authority recycled water systems, support for Coastal Development Permit from City of Encinitas, and bid and construction phase support.

Tenaja Pump Station, Rancho California Water District. Project Manager for construction support services associated with 6,300 gpm pump station including standby power generator, surge control system, and on-site hypochlorite generator, all housed in a CMU block building. Services encompassed submittal reviews, responses to RFI's, structural and SCADA/controls specialty inspections, and start-up assistance.

Make-up Water Facility Evaluation for Northwest Quadrant Recycled Water System, Olivenhain Municipal Water District. Project Manager for evaluation of a facility to provide potable make-up water to existing recycled water distribution system. Study evaluated multiple storage structure types and sites, facility sizing, and operations.

Miramar Water Treatment Plant 58 MG Clearwell, City of San Diego. Task Manager for civil design of water storage facility comprised of two 29 MG partially-buried basins to replace existing outdated structures. The project includes 2,200 ft of 54" – 84" welded steel inlet and outlet pipes, inlet and outlet structures, flow meters in buried vaults, 200 ft of 42" RCP overflow piping, basin drain system with 16" piping, underdrain piping, and a barrier drain system to address local groundwater. Also providing bid & construction phase support services.

Water Master Plan, Olivenhain Municipal Water District. Project Manager for comprehensive master plan encompassing District's 50-square-mile service area. Study involved the development of a new geographic information system (GIS) based hydraulic model (using H2ONET©), planning of future potable water and recycled water capital facilities and the development of operational guidelines for District's potable water storage in concert with the new treatment plant and water storage project.

Recycled Water System Analysis for Santa Fe Valley, Olivenhain Municipal Water District. Project Manager for evaluation of recycled water distribution system including facility routing and sizing. The evaluation encompassed service to greenbelts in two development areas (totaling 820 residential units) and two golf courses. Hydraulic modeling was performed using H2ONET©.

Recycled Water Plan Check Support Services and Standard Procedures Development, Eastern Municipal Water District. Principal-in-Charge for staff support services to review and approve recycled water plans. Efforts included preparation and implementation of recycled water guidelines and the plan review procedure (creating standard plan format, updating the recycled water notes to meet the latest California Department of Public Health criteria, and implementation of an electronic submittal process).



AMY CZAJKOWSKI, PE, CCM,QSD/P

QUALITY MANAGEMENT - CONSTRUCTABILITY REVIEWS

In her 30 years of serving water districts, municipalities, and purveyors, Amy Czajkowski has gained recognition for system planning, design engineering, and construction management of public water and wastewater infrastructure projects. An additional specialty of Amy is Stormwater Management including both design services, assisting with permitting compliance, and performing inspection for effectiveness of BMP systems during construction. She has conducted master plans for water and sewer services, assessed impact fees, and developed capital improvement programs to ensure adequate service. Amy's engineering design experience includes conveyance systems, pump and lift stations, reservoir storage, and treatment facilities. Her on-site construction experience, combined with her extensive research of material and equipment performance allows her to avoid constructability problems and reduce costs. In addition to being a Certified Construction Manager, Amy is both a certified QSD and QSP giving her the experience and flexibility to make changes in the field and ensure the project specific or overall plans such as SUSUMPs, HMPs, etc. are effectively implemented.

Regardless of the size or complexity of the project, she focuses on complete and accurate engineering, and understands her clients' needs. Ms. Czajkowski's professional expertise, combined with her client focus, enables her to act as an extensive of the client's staff on as-needed contracts. Her experience in performing on "as-needed" agreements affords her the unique perspective of having acted as a municipal and district employee. She is recognized for her project management, thorough design review and plan checking, and ability to work with a variety of contractors and permit applicants. She also has extensive experience with design-nuild both as the Design Manager and the Quality Assurance Manager.

EDUCATION

B.S. Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Professional Engineer
CA No. C59082

CERTIFICATIONS

Legally Responsible Party (LRP) - City of Oceanside
California Stormwater Quality Association (CASQA) Qualified SWPPP Developer (QSD) & Qualified SWPPP Practitioner (QSP) Certification #24758

YEARS OF EXPERIENCE

30+

RELEVANT HIGHLIGHTS

- ✓ Certified CM to verify compliance, maintain safety and quality
- ✓ Extensive experience with CM for grant funded projects and compliance requirements
- ✓ Instructor for CMAA Certified Construction Manager (CCM) course

RELEVANT EXPERIENCE:

San Antonio Ave 30-inch Diameter Transmission Water Main, OMUC/ City of Ontario. Design for approximately 2,900 linear feet of new 30 & 36-inch cement mortar lined and coated welded steel pipe (CML&C WSP) and abandoning approximately 5,000 linear feet of existing 18-inch diameter transmission main. The project is located within the City of Upland, highly urbanized area and the subsurface conditions in Upland consist of lakebed sediment, cobbles, and boulders, therefore are prone to caving and present very difficult trenching conditions. The pipeline profile was approximately 20-feet deep near OMUC's 20-million-gallon reservoir to maximize the operational capacity of the reservoir. At the major intersection, IEC worked with Bennett Trenchless to design approximately 85 linear feet of tunneling to cross underneath the existing 108-inch diameter storm drain and avoid open trench construction in the intersection.

Various Well Rehabilitations, Elsinore Valley Municipal Water District. Construction Manager for the construction for $3.5M for (5) Groundwater Well Rehabilitation projects which were completely upgraded by replacing all the pumps, bowls, packers, and making other associated repairs. Since several of these wells have high levels of arsenic, they either had to be treated at the Back Basin Groundwater Treatment Facility or blended with other well flow. Therefore, bringing each well back on line required detailed coordination with Operations and Engineering to ensure the blending and/or treatment requirements were met.

AMY CZAJKOWSKI, PE, CCM,QSD/P

QUALITY MANAGEMENT - CONSTRUCTABILITY REVIEWS

16-Inch Emergency Bypass Sewer and 12-Inch Failsafe Outfall Rehabilitation, Vallecitos Water District. Project Manager. Design of 3,200 lf of pressured cured-in-place pipe lining (CIPPL) to be installed in 16-inch techite and ductile iron secondary effluent pipeline, 2,150 lf of pressurized CIPPL in 12-inch raw sewage ductile iron pipe, and related isolation valves. Project included coordinating with District's environmental consultant in support of an IS/MND and inclusion of City-specific requirements for both the City of Carlsbad and the City of San Marcos.

Advanced Metering Infrastructure Program(multiple Grant Funding Sources), Elsinore Valley Municipal Water District Project Manager for an ambitious Advanced Metering Program. Assisted the District with multiple grant funding sources to offset costs. Phase II included installation of residential 5,227 MTU's and Phase III included installation of residential and commercial 36,000 MTU's.

2021/2022 Construction Management & Inspection Services, San Bernardino Municipal Water Department. Construction Manager for the consolidation of three separate locations into one location to fulfill SBMWD goal to meet and exceed internal and external customer expectations including responsiveness and timeliness. This contract is a combination of projects which will allow the Department to consolidate their workforce into one location and construct more warehouse space for the Department's use.

Moreno Valley Regional Water Reclamation Facility (MVRWRF) Plant 2B Equipping Project, Eastern Municipal Water District. Serving as Construction Manager for Ardurra's Construction Management Team (Construction Manager, Resident Engineer, electrical inspection and SCADA Integration and Start-up and Testing Services) for the Plant 2B Equipping Project components and Centrate and RAS Reaeration Basin (CaRRB) project components. The CM and RE support the District's Senior CA, inspection team and CAR. The project includes complex electrical, mechanical, and process improvements. The project is 30 months in duration and involves close coordination with District Operations and supporting departments. At the 100% design phase, Ms. Czajkowski performed two constructability reviews of the bid documents for bid ability, constructability, and identified changes to the bid documents needed to mitigate potential conflicts of change orders during construction of the Plant 2B Equipping Project components and Centrate and RAS Reaeration Basin (CaRRB) project components.

New Mission Basin Groundwater Purification Facility (MBGPF) Operations Building, City of Oceanside Construction Manager and Inspection Coordinator for the new City of Oceanside Water Utilities Department Mission Basin Groundwater Purification Facility (MBGPF) Operations Building, which is a key asset to the City of Oceanside and to the operations of the Mission Basin Groundwater Purification Facility. As part of a long-term vision, the new building supported the continued efforts of the treatment facility to address the City's ongoing water supply needs. The new building is approximately 5,000 square feet and includes open "bullpen" offices, restrooms, locker rooms, private offices, a laboratory for basic water testing needs, staff kitchen, conference room, a SCADA equipment room, and a control room for monitoring plant operations. Additionally, Ms. Czajkowski aided in the coordination all of the elements to obtain a Gold LEED Certification for New Construction. This included close coordination with the Architects - HB&A Architects, LEED Consultant - Innovative Workshop Consulting, LLC, Utility for Electrical and Gas – SDG&E, and the Water Utilities Department Staff.

511 Pump Station, City of Oceanside. QA/QC Manager for the preliminary design of a 4.5 MGD pump station and discharge pipeline to pump from the Mission Basin Groundwater Purification Facility (RO Plant) directly to the 511 pressure zone. The preliminary design included development of the Design-Build Contract Documents, including technical specifications and 30% drawings. The pump station includes 3 vertical turbine pumps installed in an existing clearwell, control valves, flow meter, surge protection system, expansion of the existing site power capacity and a standby power system. The new pump station will allow the City to fully utilize the capacity of the RO Plant, increasing the volume of locally produced water, and further ensuring a safe and reliable source of water for the area.

Regional Water Reclamation Facility (RWRF) Operations Building & Existing Operations Building Modifications and HVAC Improvements, Elsinore Valley Municipal Water District. Construction Manager/ Constructability Review for the expansion of the on-site Operations Building. This is a 6,700-square foot building sited to the southeast of the existing Operations building. This amount of space maximizes the available site for a single-story detached building connected to the existing operations building by a covered corridor. The new Operations Building is a CMU commercial building with a steel framed and tile roof system. The expansion of the on-site Operations Building included landscaping, addition of covered parking areas and installation of fiber optic cable and a state-of-the-art security system. Additionally, provided oversight, reviewed all prevailing wage documents and certified payroll and maintained the prevailing wage document logs for EVMWD. Ardurra also coordinated all specialty inspections and coordinated with the Fire Marshall for the flow inspections and final fire alarm and full operation of the Fire Protection System.



SCOTT ADAMSON, PE, QSD/P

QUALITY MANAGEMENT - CONSTRUCTABILITY REVIEWS

Mr. Adamson has 25 years of construction management, resident engineering, inspection and design of small and large civil engineering public works projects. He began his career in the geotechnical field as a soils technician and progressed steadily through the ranks of inspection and construction quality control to the position of Sr. Construction Manager. During his career he has worked as an extension of staff for such agencies as the City of Del Mar, City of La Mesa, and City of San Diego as well as water districts such as Oceanside Water Utilities, Elsinore Valley Water District, and Vista Irrigation District. As a lead construction manager, he is responsible for the day-to-day management of the department as well as actively managing his own projects. He is in the field on a daily basis providing guidance to our staff of construction professionals.

EDUCATION

B.S., Civil Engineering, San Diego University, CA

REGISTRATION

Professional Engineer
CA No. C65467

YEARS OF EXPERIENCE

25

CERTIFICATIONS

Qualified SWPPP Developer (QSD) & Qualified SWPPP Practitioner (QSP) Certification #23001

NASSCO ITCP for CIPP
CIPP-110-0321

Confined Space

RELEVANT HIGHLIGHTS

- ✓ Practical, real world construction experience that will prove invaluable to any task order
- ✓ Current on Caltrans Local Assistance Procedures and Water Pollution Control requirements
- ✓ 25 years of construction management, resident engineering, inspection, and design of small and large public works projects

RELEVANT EXPERIENCE:

San Antonio Ave 30-inch Diameter Transmission Water Main, OMUC/ City of Ontario. Design for approximately 2,900 linear feet of new 30 & 36-inch cement mortar lined and coated welded steel pipe (CML&C WSP) and abandoning approximately 5,000 linear feet of existing 18-inch diameter transmission main. The project is located within the City of Upland, highly urbanized area and the subsurface conditions in Upland consist of lakebed sediment, cobbles, and boulders, therefore are prone to caving and present very difficult trenching conditions. The pipeline profile was approximately 20-feet deep near OMUC's 20-million-gallon reservoir to maximize the operational capacity of the reservoir. At the major intersection, IEC worked with Bennett Trenchless to design approximately 85 linear feet of tunneling to cross underneath the existing 108-inch diameter storm drain and avoid open trench construction in the intersection.

W. Anaheim Water Valve Replacement, City of Anaheim. Senior Construction Manager for this valve replacement project which included 4 valve clusters located throughout the City of Anaheim. Valve sizes ranged from 6- to 12-inch gate valves. The biggest challenge was coordination with the different parties involved with, and affected by, the shut-downs. In particular, this included a kidney dialysis clinic that operated almost 24-hrs a day, seven days a week, and had a very short window in which to even install a high-line. The Ardurra construction team coordinated with the Contractor, City of Anaheim water operations department, and the surrounding residents and businesses throughout the project to deliver an efficient process.

FY21-22 Annual Pavement Rehabilitation, City of La Mesa. Sr. Construction Manager for the City of La Mesa FY21-22 Pavement Rehabilitation project which included the full width grind and overlay of four the City's busiest arterial streets.

FY21-22 Storm Drain Rehabilitation, City of La Mesa. Sr. Construction Manager. The goal of this project was to rehabilitate badly deteriorated CMP storm drain pipelines throughout the City of La Mesa through the installation of Cured In Place Pipe lining (CIPP). The lines included sizes ranging from 18-inch through 42-inch CMP and included approximately 1800 Linear Feet of CIPP lining, including construction of new catch basins and headwalls.

East Water Purification Plant Expansion to 350-MGD, Houston, Texas. Project Engineer. Involved with expanding the city's East Water Purification Plant to a firm 350-MGD capacity without the addition of process treatment units. The project consisted of process,

SCOTT ADAMSON, PE, QSD/P

QUALITY MANAGEMENT - CONSTRUCTABILITY REVIEWS

hydraulics, chemical feed, and electrical and instrumentation improvements to all three plants at the EWPP complex. She evaluated the hydraulic impacts of process improvements on plant operation, identified hydraulic bottlenecks, and recommended process design modifications.

Southeast Water Treatment Plant 80-MGD Expansion. Project Engineer. Worked on miscellaneous mechanical design components of the project. Her responsibility included designing rate-of-flow control valves with electro-hydraulic actuators, designing a flow meter vault to house a 72-inch transit-time flow meter on the finished water line, designing filter backwash flow control valve, designing plant sampling pumps and water quality on-line analyzers. She developed detailed design drawings for these components, and prepared system control strategy and specifications.

Lower 1 Recycled Water Conveyance System, City of Oceanside. Senior Construction Manager on this SRF funded, $16 million, large diameter water main installation project for the City of Oceanside. This project is part of the City's ongoing pure water program, and included two pipelines, one raw water supply line, and a second recycled water distribution main. The project also includes two Jack & Bore installations beneath the NCTD right of way, a horizontal directional drill component below the San Luis Rey River, and installation along the City's major arterial roadway, El Camino Real. Due to the environmentally sensitive nature of the surrounding habitat and the river crossing, the project also contained a robust environmental mitigation and monitoring component. Mr. Adamson's role was of senior advisor to Ardurra's (formerly IEC) on site field staff. He coordinated subcontracts with specialty consultants and also oversaw contract funding compliance issues, such as environmental reporting, American Iron and Steel documentation, and labor compliance monitoring.

Camino Del Sur Recycled Water Conversion Project, City of San Diego. Working as extension of staff for the City of San Diego Field Engineering Department, Mr. Adamson provided Resident Engineering services for this approximately $1.1 million water main installation. This water main included approximately 1,400 Linear Feet of 16-inch PVC water main installed along the major arterial of Camino Del Sur off of Hwy. 56 in San Diego. As part of this installation it was necessary to install approximately 1,100 linear feet of 26-inch welded joint HDPE pipe as an encasement through the Caltrans right-of-way extending under Hwy. 56. This project also included the restoration of environmentally sensitive habitat within the limits of McGonigle Canyon associated with a stormdrain repair. This restoration included restoration of the original slope face, planting of native species shrubs and grasses, and installation and upkeep of a temporary irrigation system.

Graeber Street Watermain Replacement, Western Municipal Water District – Senior Construction Manager for the installation of the 7,000 LF water main replacement project located on March Air Reserve Base in Riverside County. The project consisted primarily of installing new 12-inch water main along the main arterial through the base. Challenges encountered as part of this project included limited personnel access due to security, an unusually high number of unknown live and abandoned conflicting utilities, and unforeseen base activities which impacted construction.

Clay Canyon and City Reservoir Steel Tank Rehabilitation Projects, Elsinore Valley Municipal Water District. Mr. Adamson provided construction management and inspection on these two steel tank rehabilitation projects for Elsinore Valley Municipal Water District (EVMWD). Though the projects were bid separately, they were completed simultaneously. Ardurra provided construction management and site inspection on both. The projects included the cleaning and recoating of the interior and exterior of both tanks, repairs to badly corroded roof rafters, upgrades to the entrance hatches, upgrades to yard piping and valving, and upgrades to the foundations. Ardurra also teamed with Coating Specialists and Inspection Services, Inc. to provide NACE Level 3 coating inspection during sandblasting and recoating processes.

7th Avenue & Broadway Water Main Replacement, City of Escondido. Construction Manager for the of the installation of approximately 5,000 linear feet of 10-inch PVC water main in the older residential portions of the City as well as the historic downtown district. The historic nature of the streets affected meant that there were a large number of unknown, abandoned utilities.

West La Mesa Street Improvement Project, City of La Mesa. The City of La Mesa combined two major streetscape projects under this one contract. The first portion of the contract was the improvement of Jr. High Drive fronting La Mesa Elementary School. This included the replacement of existing sidewalks and flatwork in front of the school as well as the extension of the road through a dedicated easement. The result of this portion was the improved walkability at the school entrance as well as connecting sidewalks to a new Boys and Girls Club constructed on the property. The second portion of the project included the reconstruction of a number of curb ramps at four major intersections along University Avenue improving walkability at these locations for school pedestrians. Both projects included ADA improvements, new flatwork, new drainage, signal lighting modifications, landscaping, and paving. Mr. Adamson provided construction management services including oversight of Ardurra inspection staff on the project.



DALIA MULATO

WATER/RECYCLED PIPELINES

Dalia has 7 years of experience in preparing thorough PS&E documents on a wide variety of projects including water pipelines, and sewer gravity mains. Dalia is knowledgeable in the development of details and pipeline plans and profile drawings, development of detailed cost estimates, preparation of preliminary design reports, and permit coordination. Additionally, she has extensive knowledge with AutoCAD, Revit, Google SketchUp, and GIS.

EDUCATION

BS, Civil & Environmental Engineering, University of California, Davis

YEARS OF EXPERIENCE

7

RELEVANT HIGHLIGHTS

- ✓ Proficient in pipeline design
- ✓ Extensive knowledge of Audocad, Revit, SketchUp, and GIS
- ✓ Proven track record of project delivery

RELEVANT EXPERIENCE:

Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/ City of Ontario. Design Engineer for approximately 1.5 miles of 30-in diameter cement mortar lined and coated, welded steel pipe (CML&C WSP), PZ 925, along Grove Avenue between Eucalyptus Avenue and Chino Avenue, design of an interim Pressure reducing valve (PRV) station at the intersection of Grove Avenue and Chino Avenue to break pressure from the PZ 1010 to PZ 925, situated on the north side of Chino Avenue approximately 500 feet east of Grove Avenue, 1.6 miles of 18-in diameter CML&C WSP, PZ 1010, along Chino Avenue between Grove Avenue and the Chino Avenue Bridge (Cucamonga Creek).

San Antonio Ave 30-inch Diameter Transmission Water Main, Ontario Municipal Utilities Company/City of Ontario. Design Engineer. Design for 2,900 linear feet of new 30-inch cement mortar lined and coated welded steel pipe (CML&C WSP); abandonment of approximately 3,700 linear feet of existing 18-inch steel pipe.

Asset Management Plan, Sheep Creek Water Company (SCWC). Design Engineer. The SCWC Asset Management Plan (AMP) included the preparation of an inventory of all water system assets, water system maps, prioritization of Capital Improvement Projects (CIP), and estimating capital expenditures for the CIP. The AMP established a framework to manage Capital Improvement Projects and provided recommendations for future AMP implementation and funding strategies for the SCWC. The SCWC is a community water system serving a Disadvantaged Community in an unincorporated area of San Bernardino County, near Phelan, CA.

Winterhaven County Water District (WCWD) Preliminary Engineering Report (PER), County of Imperial. Design Engineer The project for the WCWD consisted of the preparation of a Preliminary Engineering Report (PER). The PER evaluated alternatives to improve the WCWD aging water system. The PER was developed to aid the WCWD in applying for State and Federal grants and/or low interest loans. The PER was commissioned as part of the County of Imperial's technical assistance to the WCWD. The PER was funded by the State Department of Water.

Phelan Piñon Hills Community Services District (PPHCSD) Water Consolidation Project, University Enterprises Inc. Design Engineer. The project consisted of providing Engineering and Managerial support services to Phelan Pinon Hills Community Services District (PPHCSD) to consolidate and take ownership of the Sheep Creek Water Company (SCWC). The SCWC is a Community Water System that Serves a Disadvantaged Community in unincorporated San Bernardino County, near Phelan, CA. The consolidation included water system improvements and six (6) interconnections, including a new well and new water pipelines. Consolidation of the PPHCSD with the SCWC will ensure that the community has a safe and reliable source of water. The project is part of the University Enterprises Inc. technical assistance to

DALIA MULATO
WATER/RECYCLED PIPELINES

the PPHCSD and is funded by the Divisions of Financial Assistance (DFA) under the SAFER program.

Trunk Sewer Main Replacement, City of Escondido. Design Engineer. The City of Escondido's Trunk Sewer Main is a key piece of the City's sewer infrastructure system. The trunk sewer collects sewage from approximately 30% of the City and conveys it to the Hale Avenue Resource Recovery Facility (HARRF). The trunk sewer was constructed in 1959 and originally served as the outfall from the City's treatment facility to a lift station. However, when the HARRF was constructed, the pipeline was repurposed to serve as a trunk sewer in the City's collection system. In recent years, sections of the pipeline has been failing, requiring emergency repairs to keep this key piece of infrastructure in-service. The original pipeline was constructed of 24- and 27-inch diameter reinforced concrete pipe (RCP), however as emergency repairs were made, 30- and 36-inch diameter PVC were installed. This project replaces five (5) segments of trunk sewer remaining from the original construction, which totals 6,900 linear feet of trunk sewer.

Tomlin Pipeline Replacement, Elsinore Valley Municipal Water District. Design Engineer. Ardurra is designing the replacement/upsizing of 5,100 linear feet of an existing 6-inch diameter pipeline. The District's 2016 Water Master Plan (2016 WMP) identified the need to upsize the pipeline to an 8-inch diameter to provide adequate fire supply to the 3544 pressure zone. Starting at the discharge side of the District's Tomlin 1 Pump Station on Lancashire Drive, the existing 6- inch diameter discharge pipeline heads southwest for approximately 2,000 linear feet along El Cariso Trail to the Tomlin 1 Reservoir (1871 pressure zone). From here, the second segment heads southwest from the District's Tomlin 2 Pump Station discharge along El Cariso Trail for approximately 3,100 linear feet to the Tomlin 2 Reservoir (2313 pressure zone). The existing 6-inch diameter water main is located within a 20-ft wide utility easement owned by the District.

Stage Ranch Road Pipeline, Elsinore Valley Municipal Water District. Design Engineer for design of approximately 2,400 linear feet of 8-inch diameter potable water pipeline. The project required approximately 300 linear feet of special material (CML&C Welded Steel Pipe) due to the Elsinore Fault Zone, which has a high probability of fault rupture. A hydraulic analysis was performed to determine if the new 8-inch diameter pipeline can supply fire flows of 1,500 gallons per minute at 20 pounds per square inch residual pressure without exceeding the maximum flow velocities of 10 feet per second to minimize potential for system hydraulic surge and to limit pressure drops during fires.

Canyon Del Rey CMP Sewer Line Replacement, Seaside County Sanitation District. Design Engineer for the replacement and upsizing of three sewer segments of corroded sewer main totaling approximately 850 lf of 12" and 15" PVC. Project also consisted of four 48" diameter sewer manholes, and reconnection of three sewer laterals; two of which serve major users, the State Department of Motor Vehicles and the City of Seaside City Hall Complex.

CWC Final Water System Improvements – Club Ave Bridge Waterline Replacement, Elsinore Valley Municipal Water District. Design Engineer for the design to relocate an existing 8-inch diameter potable water main on Club Ave in the City of Wildomar, CA. The project upsized the existing 8-inch diameter water main to a 10-inch diameter main, the approximate length was 270 linear feet. The water main was originally installed attached to a bridge structure. The existing bridge structure was utilized by local residents to traverse a small stream. The bridge was failing structurally therefore compromising the water main. The designation of the watercourse under the bridge was Waters of the United States and regulated by the U.S. Fish and Wildlife Service. To avoid costly permitting and delays, Ardurra determined that instead of rehabilitating this small bridge structure and reattaching the waterline, it was more cost effective and expedient to relocate the waterline outside the jurisdictional limits. By utilizing horizontal directional drilling (HDD) construction methods, the team avoided the stream.

Downtown Sewer Replacement, Elsinore Valley Municipal Water District. Design Engineer. Project includes evaluating the condition of approximately 7,700 lineal feet of 6- and 8-inch diameter sewer mains via CCTV, site inspections, input from operators and maintenance crews. The project is located in the downtown area of the City of Lake Elsinore. The project replaced and upsized approximately 4,000 lineal feet of sewer mains, reconnected approximately 60 sewer laterals, replaced approximately 14 manholes, and repaired the streets with grind and overlay.

Sewer Replacement Nevada Avenue and Bodger Street Area (CIP No. 005), City of El Monte. Engineer. The City's existing sewer mains and manholes within the area of Nevada Avenue and Bodger Street were constructed in 1938 and are approaching the end of their useful life. In addition, many of the mains and manholes are in easements located in the back yards of private residential properties, making it difficult for the City to access and conduct maintenance. As a result, approximately 4,500 linear feet of existing small diameter (8- and 12-inch) sewer is being replaced and relocated into the public ROW. The project also includes construction of new sewer laterals for each of the affected properties, approximately 140 in total. This was particularly challenging because the existing sewer connections are in the back yard, requiring realignment of laterals from the rear of properties to the street.



MARCO CRUZATT, EIT

SEWER GRAVITY PIPE AND FORCEMAINS

Mr. Cruzatt has 15 years of experience in Land Development projects and Construction Administration. He has worked and managed projects ranging from small residential to large scale developments. Marco is able to take a project from planning phase all the way to construction phase. He's very well versed with government agency requirements and is highly proficient in Civil 3D and MicroStation software.

EDUCATION

BS, Civil Engineering, California State University of Northbridge

REGISTRATION

EIT - California No. 166856

YEARS OF EXPERIENCE

15

RELEVANT HIGHLIGHTS

- ✓ Experienced with off-site improvements, grading and drainage, utilities, and roadway design
- ✓ Well versed in design and public agency standards
- ✓ Experience leading teams in a design role

RELEVANT EXPERIENCE:

Topanga Lagoon Restoration Project, Los Angeles County, CA. Project Manager. Off-site improvements: grading & drainage, roadway design, dry & wet utilities. Year Completed: 2023 (design phase) Construction Value: $150 M.

Five Point Valencia Commerce Center, Newhall Ranch, CA. Project Engineer. Off-site improvements: grading & drainage, roadway design, dry & wet utilities. Year Completed: 2022 | Construction Value: $200 M.

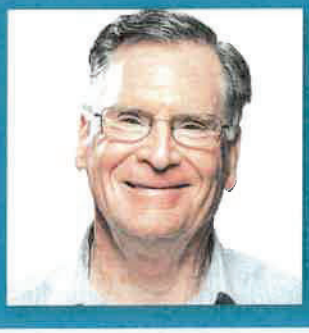
Five Point Valencia Entrada South, Newhall Ranch, CA. Project Engineer Tasks: Off-site improvements: grading & drainage, roadway design, dry & wet utilities . Year Completed: 2021 | Construction Value: $180 M.

Five Point Mission Village, Newhall Ranch, CA. Project Engineer. Off-site improvements: grading & drainage, roadway design, dry & wet utilities. Year Completed: 2021 | Construction Value: $160 M.

Amazon Fulfillment Center, Upland, CA. Project Engineer. Off-site improvements: grading & drainage, roadway design, dry & wet utilities. Year Completed: 2020 | Construction Value: $120 M.

Cage Avenue- New Bridge and Street Widening, City of Bell, CA. Project Engineer. Off-site improvements: grading & drainage, roadway design, dry & wet utilities. Year Completed: 2019 | Construction Value: $50 M.

Brentwood School, Brentwood, CA. Project Manager. Off-site improvements: grading & drainage, roadway design, dry & wet utilities. Year Completed: 2018 | Construction Value: $170 M.



RICHARD KENNEDY, PE

PUMP STATIONS

Mr. Kennedy has 47 years of experience in design and quality assurance management of a wide variety of municipal projects including water storage, pipelines, water and wastewater treatment plants, and pump stations. He prides himself in working closely with project teams and clients, ensuring the design team understands the critical issues of the project and is dedicated to assuring delivery of detailed reports and quality bid packages. He effectively monitors designs to reduce project risks and is always looking for ways to minimizing construction and operational costs.

EDUCATION

B.S. Mechanical Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION

Professional Engineer
CA No. M18710

YEARS OF EXPERIENCE

47

RELEVANT HIGHLIGHTS

- ✓ Experience in design and quality assurance management for various municipal projects
- ✓ Mechanical expert
- ✓ Expert in pump stations, water treatment, treatment facility and restoration projects

RELEVANT EXPERIENCE:

Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District. Project Manager. Design of treatment and storage facilities. Designed 8-mgd of ground water treatment to remove iron and manganese utilizing greensand media within six 12-inch diameter and 30-foot-long pressure vessels. A side stream treated with RO membranes was remixed to create a product water to match the water quality of FPUD's imported water. The product water was pumped directly in the distribution systems. Distribution system improvements included two miles of 24-inch CML&C steel pipe, a remote 8-mgd pump station and 6-MG steel water storage tank.

Lester J. Berglund Water Treatment Plant, Chemical Building, and Tank Farm Upgrades, City of Poway. Quality Assurance/Quality Control. Ardurra) prepared design documents, bid phase and construction support for a retrofit of the City of Poway Lester J. Berglund Water Treatment Plant (WTP). The WTP plant is a conventional rapid mix, coagulation, sedimentation and media filtration plants using chlorine and ammonia for disinfection. The retrofit and rehabilitation project involved key water treatment plant processes such as disinfection, coagulation, and filtration. Modifications to the gaseous chlorine system were designed as well as replacement of polymer, permanganate chemical storage and handling systems and filter valves and actuators. The project included a specific Maintenance of Plant Operations (MOPO) specification and close coordination with City staff.

Leucadia Pump Station, Leucadia Wastewater District. Quality Manager for the condition assessment, preliminary and final design for a 4.0 MGD wastewater lift station for the Leucadia Wastewater District. The Leucadia Pump Station is the District's largest pump station with four 200-horsepower (hp) variable speed driven (VFD) pumps currently in place. This rehabilitation project will include the replacement of the four large pumps with three slightly smaller 150-hp pumps and two 25-hp jockey pumps to accommodate the wide range of flows to the pump station. The project will include the reuse of two relatively new 200-hp VFDs for two of the new 150-hp pumps, all new ductile iron piping, valve, and appurtenances. The new pumps will be dry pit submersible type. The T-locked wet well will be repaired, and odor control equipment and other minor equipment replaced.

Post Road Hydropneumatic Booster Pump Station, Eastern Municipal Water District. Project Manager and Quality Manager for the pre-design and final design of a temporary booster pump station, hydropneumatic tank, and associated suction and distribution pipeline to alleviate low pressure conditions in the westerly higher elevation areas of the Eastern Municipal Water District's Good Hope II (1832) Pressure Zone. Gathered information on the District's

RICHARD KENNEDY, PE

PUMP STATIONS

existing water facilities in the local pressure zone (1832) and surrounding area with new survey to: 1.) provide hydraulic distribution system modeling to define three alternative proposed 1910 pressure zones and pumping criteria (selecting one), 2.) evaluate two alignment alternatives (selecting one) based on advantages and disadvantages considering existing in-place utilities, public right-of-way, planned utilities, crossings; traffic; permits; cost; access, and community and environmental impacts, 3.) prepare a preliminary design report using existing aerial mapping information County, USGS, to develop the booster pumping station site to be located along an existing 40-foot-wide District easement west of Post Road, and evaluate two pre-engineered 300-gpm pump and hydropneumatic tank layouts, and 4.) provide final design documents.

PFAS Treatment for Perris II Desalter and Well 57, Eastern Municipal Water District. Project Manager. Two projects associated with PFAS treatment. The Perris II and the Menefee/Perris I Desalters utilize RO treatment to reduce TDS in the combined flows from their large groundwater well system. While RO reduces PFAS contamination, the bypass water blended back to meet TDS targets has to be treated to meet the forthcoming PFAS regulations. Well 57 like other wells in EMWD's system is both high in TDS with some varieties of PFAS being present. Water quality data for the wells feeding the desalters and Well 57 were analyzed with initial recommendations being made which included granulated active carbon (GAC) followed by ion exchange (IX) for both facilities. The Well 57 evaluation included an alternative where Well 57 water would be conveyed by pipeline to the Perris II Desalter for treatment. This alternative was determined to be advantageous in several respects including cost as determined by a present worth analysis. Project descriptions to assist with potential grant and other funding mechanisms for these two projects were written.

Preparation of the Title XVI Application for the City of Escondido Membrane Filtration Reverse Osmosis (MFRO) Facility, City of Escondido. Project Manager. Richard was instrumental in only six weeks successfully developing the Bureau of Reclamation Title XVI Water Reclamation and Reuse Projects funding opportunity assistance for the City of Escondido's (City) Membrane Filtration Reverse Osmosis Facility (MFRO) Project. The City's project was one out of six projects selected out of the State of California to be awarded up to $5,000,000 in grant funding. Development of the application included reviewing and developing the application using City provided technical documents, environmental and cultural resources, developing 29 Letters of Support and receiving 22, and development of the financial budget for the project.

Lester J. Berglund Water Treatment Plant Clearwell Temporary Bypass, City of Poway. Mechanical and instrumentation and controls lead. The City's 10 MG Clearwell is an integral part of the City's Water Treatment Plant (WTP). Originally constructed in 1964 as a hopper bottom basin with a floating geomembrane cover and liner, the Clearwell needed replacement. A significant complication was that there was no bypass around the existing Clearwell. Ardurra developed a bypass pipeline around the Clearwell, and facilities that would enable the retirement of the existing Clearwell. The selected project option included constructing a bypass system with temporary storage. The Bypass System included a permanent bypass pipeline (1,140 ft of 36" CML&C steel), a temporary bypass pump station (3,900 gpm), and temporary storage tanks (2.2 MG in twin bolted steel tanks with 1,100 ft of 24" HDPE pipe).

Filter Washwater Header and Associated Piping Project, Santa Fe Irrigation District. Senior Project Manager for the filter surface washwater header and associated piping project performed at the RE Badger Filtration Plant located at 18535 Aliso Canyon Road in Rancho Santa Fe, CA. The mechanical work includes the replacement of the schedule 30, steel filter surface washwater piping: consisting of two 80 foot long, 16-inch diameter main headers; six 40-foot long, 16-inch branch distribution headers; and over 7,000 linear feet of perforated 3-inch schedule 80 PVC fixed-grid surface wash piping. To maximize corrosion resistance all 270 feet of 16-inch new steel pipe will be coated on the interior and exterior with fusion-bonded epoxy. To confirm the structural stability of the new piping system, all existing pipe hangers are being replaced, with all hanger anchors being inspected and replaced as needed. The six 16-inch wall thimbles will be inspected with the interiors recoated. The design included a wall thimble.

Water Treatment Plant Expansion, City of Folsom. Served as Project Manager to upgrade the City's water treatment plant. The project included decommissioning 25-mgd of existing automatic backwashing (ABW) filters and converting four existing floc/sed basins to filter backwash and ActiFlo blowdown treatment, modifying the existing conventional filters (20-mgd) and providing and additional 30-mgd of conventional filtration, adding a 1.2-MG circular pre-stressed concrete chlorine contact tank, and adding a new hypochlorite generator. Capacity of the plant increased from 40- to 50-mgd. Specific modifications to the existing filters included a new filter-to-waste (FTW) piping arrangement to correct a potential cross-connection problem.



YUE SUN, PE, BCEE

WATER TREATMENT

Ms. Sun has 24 years of experience with water and wastewater facility design, treatment process selection, hydraulic analysis and pump station design, water treatment bench scale and pilot studies, water quality control and regulatory compliance, public water system monitoring, and source water and distribution water quality control and management. She has been involved in the expansion and/or upgrades of water and wastewater treatment plants and her responsibilities include project planning, design management and coordination, construction services and project delivery.

EDUCATION

M.S. Environmental Engineering, Virginia Tech, Blacksburg, Virginia

M.S., Environmental Engineering, Tongji University

B.S., Environmental Engineering, Tongji University

REGISTRATION

Professional Engineer
FL No. 86005
Tx No. 96723

YEARS OF EXPERIENCE

24

RELEVANT HIGHLIGHTS

- ✓ Proven Process Engineer with over 24 years of experience in water and wastewater treatment
- ✓ System monitoring and reporting includes water quality control and regulatory compliance, public water system monitoring program development, and source water quality and distribution water quality control and management
- ✓ Expert in bench and pilot testing, process selection, facility design, hydraulic analysis, and water quality management

RELEVANT EXPERIENCE:

East Water Purification Plant Expansion to 350-MGD, Houston, Texas. Project Engineer. Involved with expanding the city's East Water Purification Plant to a firm 350-MGD capacity without the addition of process treatment units. The project consisted of process, hydraulics, chemical feed, and electrical and instrumentation improvements to all three plants at the EWPP complex. She evaluated the hydraulic impacts of process improvements on plant operation, identified hydraulic bottlenecks, and recommended process design modifications.

Southeast Water Treatment Plant 80-MGD Expansion. Project Engineer. Worked on miscellaneous mechanical design components of the project. Her responsibility included designing rate-of-flow control valves with electro-hydraulic actuators, designing a flow meter vault to house a 72-inch transit-time flow meter on the finished water line, designing filter backwash flow control valve, designing plant sampling pumps and water quality on-line analyzers. She developed detailed design drawings for these components, and prepared system control strategy and specifications.

Southeast Water Purification Plant 80-MGD Expansion 60-inch Overflow Line Hydraulics. Project Engineer. Performed a hydraulic analysis of the existing 60-inch overflow line to determine if there was potential overflow cross contamination when draining sedimentation basins. She developed hydraulic grade lines to indicate water level changes in the sedimentation basins and process overflow basin over the basin draining process. A gate valve was recommended to be installed to prevent cross contamination.

Southeast Water Purification Plant 80-MGD Expansion Raw Water Line Hydraulic Analysis. Project Engineer. Hydraulic analysis of the raw water pipeline to determine the required header pressure at the Coast Water Authority pressure regulating station. To ensure an equal flow split between existing and new treatment trains, rate-of-flow control valves were designed to make up pressure difference between the treatment trains. Modifications were made to the plant existing Raw Water Control Station to serve as blow-off line in the event of power failure.

Southeast Water Purification Southeast Water Purification Plant Expansion Master Plan Hydraulic Evaluation. Project Engineer. Hydraulic analysis for the plant expansion master plan. Various finished water pipeline routes and high service pump station design and operation scenarios were developed to accommodate future expansion phases to expand the facility capacity from 200-MGD to 240-, 360-, and 720-MGD.

YUE SUN, PE, BCEE

WATER TREATMENT

Southeast Water Treatment Plant 80-MGD Expansion UV Disinfection Facility Chemical Cleaning and Waste Neutralization System Design. Project Engineer. For Houston's Southeast Water Purification Plant 80-MGD expansion, a chemical clean-in-place (CIP) system was designed to provide off-line chemical cleaning for UV reactor lamps using 25 percent diluted phosphoric acid. Ms. Sun designed a CIP chemical cleaning system which consists of a chemical storage tank, one chemical feed pump, one chemical return pump, a stand-by pump, a chemical cleaning waste underground storage tank, and other miscellaneous components, prepared design drawings and specifications, and developed system control narrative and chemical cleaning operating procedures. In addition, Ms. Sun conducted a preliminary design of a two-stage continuous chemical neutralization system to neutralize the chemical waste from the UV reactor lamp cleaning service prior to discharging into the plant sanitary sewer.

Houston Water Distribution Corrosion Control. Lead Engineer. The project was to demonstrate water quality improvements in Houston's water distribution system by using polyphosphate as a corrosion inhibitor to control water quality issues such as odor and color. The project included design of a polyphosphate feed system at the city's Acres Homes and Spring Branch Re-Pump Stations. Ms. Sun led preliminary engineering design of the chemical storage and feed system and developed design drawings.

FBWCID No. 2 Surface Water Treatment Plant Feasibility Study. Project Engineer. To comply with the Fort Bend Subsidence District regulations, Fort Bend Water Control and Improvement District No. 2 planned to convert their drinking water source from groundwater to surface water. The objective of this project was to conduct a conceptual design of a 3-MGD surface water treatment and develop cost opinions to assist the District in determining the required funding for the new plant. Ms. Sun worked on the conceptual design of ancillary facilities for the new treatment plant, developed the conceptual construction and O&M costs for three process treatment alternatives, including conventional treatment, low pressure membrane filtration, and nanofiltration, prepared life cycle costs for the plant future expansion, and developed the evaluation report.

Water Pumping Station Upgrades Jersey Village Pump Station SCADA Controlled Bypass Line, City of Houston. Task Leader. Ms. Sun worked on this project to design a bypass line for the subjected pump station to provide more operational flexibility to the existing groundwater plant.

East Water Purification Plant 1 and Plant 3 Improvements, City of Houston. Assistant Project Manager. For the City of Houston, this project was to evaluate the existing clarifiers at Plant 1 of the EWPP complex to determine the level of rehabilitation required for the facility. Ms. Sun served as a task leader for this project, responsible for project coordination, field inspection, progress reports, and final engineering report preparation.

Weslaco Water Treatment Plant Expansion Evaluation. Project Manager. This project involves 1.5-MGD expansion of the city's water treatment plant, consisting of process and hydraulic evaluation to all three plants at the plant complex. As a result of the evaluation, process improvements and modifications are recommended to expand the plant treatment capacity and improve plant operation performance. Ms. Sun led the evaluation and preliminary engineering design for the project.

Sugar Land 9-MGD Surface Water Membrane Treatment Plant Conceptual Design and Evaluation Study. Assistant Project Manager. For this project, Ms. Sun led the conceptual design for Sugar Land's first surface water treatment plant, developing site plan and layout, design criteria, and conceptual construction and O&M costs for two water treatment process alternatives (MF/UF membrane filtration versus MF/UF followed by RO).

Northeast Water Purification Plant (NEWPP) Chemical System Improvement. Project Manager. Led preliminary engineering evaluation and final design and subdiscipline coordination to improve existing chemical storage and feed facilities at the City's 80-MGD NEWPP to address system reliability, operational safety, and code compliance requirements, including evaluation of two improvement alternatives: rehabilitation of existing chemical facilities and construction of new chemical facilities. The chemical feed system involved in the project includes coagulant, coagulant aid polymer, flocculant aid polymer, filter aid polymer, sodium hypochlorite, liquid ammonium sulfate, sodium permanganate, caustic soda, fluoride, and carbon dioxide.



BO ZHANG, PE

WASTEWATER TREATMENT

Ms. Zhang is a senior Water and Wastewater Process Engineer and Project Manager with 22 years of experience in condition assessment, capital improvement planning, evaluation, design, construction services, regulatory assistance and governmental grants/loans application support for water and wastewater treatment and conveyance systems.

EDUCATION

PhD Candidate, Environmental Engineering, University of Illinois

MS, Environmental Engineering, University of Missouri

BS, Environmental Engineering, Tsinghua University

REGISTRATION

Professional Engineer - California No. 87679

YEARS OF EXPERIENCE

22

RELEVANT HIGHLIGHTS

- ✓ Related experience in scope of services in water treatment systems
- ✓ Process Engineer with over 20 years of experience
- ✓ Expert in planning, evaluation, design, condition assessments, and operational reliability for water treatment plants

RELEVANT EXPERIENCE:

Design and Supply of Water Treatment System, La Crescenta, CA. Senior Process Engineer. Drafted portions of proposal and contract terms and conditions, reviewing design calculations, allocating staff, tracking design and construction budget and progress. Selected a hydrogen-fed membrane biofilm technology to remove nitrate without generating residual waste.

Development of New Growth Initiatives for GZE Assets, Irvine, CA. Technical Advisor . Analyzed commercial maturity, operational reliability, and 5-year P&L of emerging water/wastewater technologies including Membrane Biofilm Reactor, AOP, Forward Osmosis, Vibratory Reverse Osmosis, et al. Proposed US$1.5MM investment in FO that was funded in 2017.

Greenhouse Gas (GHG) Emissions Monitoring from WWTPs, Calgary, AB. Program Manager. Initiated and managed a collaborative applied research project, developing and applying machine learning algorithms, in conjunction with a BioWin-based process modeling, for charactering GHG emissions from wastewater treatment systems, with the ultimate objective of optimizing the operation of wastewater treatment facilities for reducing GHG emissions. GHG emission are quantified using the innovative optical remote sensing approach consisting of OP-TDL and OP-FTIR. Presented preliminary results of this project at the June 2022 New York Water Environment Association Spring Symposium in Syracuse, NY, and the May 2023 Water Environment Federation (WEF) Odors and Air Pollutants conference in Charlotte, NC.

50 MGD Chester Pump Station Wet Weather Treatment Facility Upgrade, Delcora, PA. Lead Process Engineer. Evaluated planning strategies, alternatives, and conceptual/preliminary level design and costs estimation for Combined Sewer Overflow (CSO) treatment at a satellite pump station. Evaluate was based on TSS/BOD5 removal based on using vortex chambers such as Storm King by Hydro International and sodium hypochlorite vs peracetic acid (PAA) disinfection. Modified process/mechanical design to improve the hydraulic grade line (HGL) for satisfying the 0.2-percent-annual-chance (or 500-year) floodplain design constraint. Prepared evaluation memos and basis of design reports.

75 MGD Western Regional Treatment Plant (WRTP) Upgrade, Delcora, PA. Lead Process Engineer. Evaluated and designed mechanical sludge dewatering systems consisting of screw press, belt filter press, rotary press, and centrifuge, and fine bubble diffused aeration systems consisting of ceramic diffusers, membrane diffusers, and ultra-fine bubble panel diffusers. Performed BioWin process simulation to evaluate 1) treatment capacities, and process air requirements under different influent flows and loads conditions, and effluent requirements, and 2) plant performance under wet weather flow conditions during which the influent flow increased from 50 MGD to 120 MGD within 24 hours. Prepared evaluation memorandums.

BO ZHANG, PE

WASTEWATER TREATMENT

Skillman Village and Cherry Valley WWTPs Consolidation, NJ. Lead Process Engineer. BioWin simulated the Skillman Village treatment process to determine the maximum flow capacity under optimized operational conditions without violating the NPDES permit limitations. Prepared Basis of Design Report on consolidating the Cherry Valley WWTP and diverting the flows to the Skillman Village WWTP, including upgrade of 1) relevant treatment systems at the Skillman Village WWTP, 2) three (3) pump stations (6A PS, Bedens Brook County Club PS, and Save PS), and re-routing of pertinent force mains and gravity mains. Estimated construction costs. Reviewed design plans.

Hopewell WWTP Upgrade, Hopewell, NJ. Lead Process Engineer. As part of the overall plant upgrade to address the issues of plant capacity, permit compliance, aging infrastructure, and operational efficiency and reliability, an alternatives analysis of disinfection was preformed for increasing chlorine contact tank volume, replacing existing chlorination with open channel UV disinfection, replacing existing chlorination with inline/closed-vessel UV disinfection, and replacing existing chlorination with PAA disinfection. A conceptual level sizing, layout, and cost estimation was performed for all alternatives, and preliminary design was completed based upon Aquioics's inline UV system.

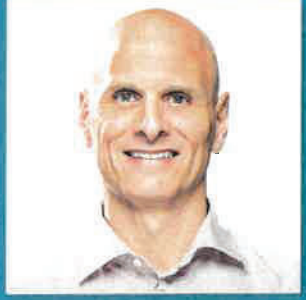
76 MGD Springfield Regional Wastewater Treatment Facility, Bondi's Island, MA. Lead Process Engineer. Evaluated upgrade options for biological nutrient removal, conduced preliminary evaluation of regional biosolids management center, odor control, and septage receiving station. Supported the development of a 20-year Design-Build-Operate contract including preparing performance standards and technical specifications for capital improvements projects, fees structure analysis, and review of proposals submitted by proposers.

4.03 MGD Water Treatment Plant Upgrade, Barnstable, MA. Lead Process Engineer. Prepared proposal and fees, evaluating planning strategies and alternatives for removal of PFAS, 1, 4-Dioxane, iron and manganese, nitrate, and perchlorate. Prepared conceptual design and facilities planning reports.

3.0 MGD Ammonia-based Aeration Control for Improved Total Nitrogen Removal and Energy Efficiency in Wastewater Treatment, Plymouth, MA. Lead Process Engineer. Evaluated control algorithms and instrumentation for a MassCEC funded pilot study to cut energy consumption and improve total nitrogen removal at a Sequencing Batch Reactor (SBR) plant by implementing an innovative instrumentation and control strategy based upon using nitrate/nitrite sensors, ammonia sensors, and ORP sensors.

Drinking Water Distribution System Non-Compliance, NC. Process Engineer. Diagnosis and correction of design or operational deficiencies causing non-compliance problems. Used multiple approaches, sampling, speciation and process modelling, and onsite inspection, to solve non-compliance problems including corrosion in a drinking water distribution system in NC; disinfection at Lake City WWTP (E. Coli) and Dorchester WWTP (Enterococci); elevated TSS at Long Cove WWTP; toxicity in pre-treated industrial wastewater, et al.

Treatment Facilities Upgrade for Removal of PFAS, Town of Barnstable, MA. Lead Process Engineer. Led the technical/engineering aspects of the project, setting treatment goals, evaluating alternatives (activated carbon, ion exchange, reverse osmosis), combined with greensand and UV-based advanced oxidation process for achieving the treatment goals. Completed conceptual level design and cost estimations for each alternative. Completed pilot scale study, evaluating design parameters for GAC and ion exchange. Considering the highly permeable properties of the soils at this coastal location, also included in the technical scope was a Watershed Threat Assessment, identifying contaminant sources at upgradient locations that likely influence the water supply wells, in both near-term (5-, 10-, year) and long-term (30- year).



ARIC GNESA, PE, DBIA

GROUNDWATER WELLS

Aric has 24 years professional experience in a wide range of engineering tasks and disciplines including planning, design, and construction management of large and small diameter (treated, raw water, and sewage) pipelines, pump stations, flow control facilities, and reservoirs. Temporary positions (3-12 months each) include internships in geotechnical, land surveying, and land development, and Contract Consultant (design engineer and construction management) at the San Diego County Water Authority (SDCWA) for 18 months. Prior to completing his formal education, Aric worked in the construction industry for 8 years as a craftsman, foreman, and project manager. This combination of practical experience and highly technical education make Aric well suited for a variety of projects and duties pertaining to Civil Engineering.

EDUCATION

MS, Civil and Environmental Engineering, California Polytechnic State University, San Luis Obispo

BS, Civil and Environmental Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION

Professional Engineer
CA No. C68339

CERTIFICATIONS

Designated Design-Build Professional™ from the Design-Build Institute of America (DBIA)

YEARS OF EXPERIENCE

24

RELEVANT HIGHLIGHTS

- ✓ Specializes in preparation of plans, specifications and cost estimates for reservoirs, pump stations, pipelines, and flow control facilities
- ✓ Has a thorough understanding of design standards, practices, and methods
- ✓ Wide range of engineering experience in planning, design, and construction

RELEVANT EXPERIENCE:

As-Needed Engineering Services, South Coast Water District. Task Lead. The South Coast Water District (SCWD) is an independent public agency providing water to residents and businesses within an 8.3 sq mi area along a stretch of the Pacific Coast in south Orange County. SCWD established a three-year Capital Improvements Program (CIP) that identified priority improvements to SCWD's infrastructure. SCWD sought engineering consultants to assist its Engineering Department with expediting the CIP projects as well as other general engineering and operations support services.

Groundwater Pilot Production Wells, City of San Diego. Project Engineer for as-needed services to design pumping and conveyance systems for groundwater production wells throughout San Diego County. The City has an aggressive program to enhance their water supply system by adding approximately 10,000 acre-feet/year of locally produced groundwater to supplement the City's water supply system. To date, the contract has included the following task orders: 1. - Pilot Production Wells Investigation Workshop to identify candidate projects and develop the initial scope for future investigation and design efforts. 2. - Pilot Production Well No. 1 Improvements to design upgrades to the City's San Vicente Production Well No. 1 including new flow meter, pump to waste piping, and SCADA and remote communications equipment. 3. - Overall Program Management - LISA (Local Investigations and Studies Assistance) Program and miscellaneous technical assistance. 4. - Design of Production Well Head and Conveyance Facilities for Diamond Business Improvement District (DBID) including a new 500 gpm production well head facilities, controls, and pipelines to enable the City to utilize groundwater for irrigation purposes.

Well No.'s 10 and 11 Raw Water Collection Pipeline, City of Oceanside. Project Engineer for the design of 5,000 lf of 20-inch PVC transmission pipeline, consisting of (2) jack-and-bore crossings, pipeline to be constructed in City streets, under Highway 76, within an engineered fill, in undeveloped areas adjacent to existing Army Corp of Engineers flood control levee, and finally connecting to the City's existing Mission Basin Desalting Facility. Project included coordinating with and obtaining permits from several agencies including Caltrans, SDG&E, FAA, and OSHA Mining and Tunneling Unit. An alignment study which examined several possible alternatives was performed as part of this project.

ARIC GNESA, PE, DBIA

GROUNDWATER WELLS

Design-Build of Water Production Wells for Emergency Water Supply at Eleanor Pardee Park and Library/Community Gardens, City of Palo Alto. Project Engineer for the design of two fully operational emergency supply water wells connected to the City of Palo Alto's water distribution system. The well sites are highly visible to the public; one is at the City's Main Library, adjacent to an important community garden facility, and the other is at Eleanor Pardee Park, a neighborhood park that provides children's playgrounds, picnic areas, and an additional community garden. At both sites, design challenges included the need to develop wellhead facilities that would blend into their surroundings and avoid introducing inappropriate "industrial" aesthetics into recreational greenspace. In addition, because of City regulations prohibiting loss of recreational lands, it was essential to minimize the above-ground footprint of the finished facilities. Effective public outreach and construction noticing were identified as particularly important for the success of this project, which kicked off immediately following the controversial removal of several mature trees on California Avenue in the City's central business district.

Emergency Water Supply Project, City of Menlo Park. Project Engineer for project to construct wells providing emergency backup potable and firefighting supply for eastern portion of City of Menlo Park. At present, 100% of potable water supply for eastern Menlo Park is provided to the Menlo Park Municipal Water District via the San Francisco Public Utilities Commission's Hetch Hetchy Aqueducts Nos. 1 and 2, which cross several active faults en route to the Bay Area. Co-developed and implemented innovative site and ranking process that combines engineering, hydrologic, and community "livability" criteria along with engineering and hydrologic factors. Principal author of several technical memoranda describing the site ranking process and presenting recommendations for emergency well siting.

As-Needed Engineering and Design, City of Anaheim – Anaheim Public Utilities. Project Manager. The Ardurra team is currently providing water engineering services in support of the City of Anaheim's Public Utilities Water capital improvement program. For the last five years Ardurra has served as the City's on-call consultant. Projects have included design of pipelines, wells, pump stations, pressure regulation stations, water mains, water quality and treatment, and reservoirs. Other work has included planning studies, hydraulic modeling, feasibility studies, and construction management and inspection.

Water Supply Backup Well Facility at City Corporation Yard, City of Menlo Park. Project Manager for 200 HP deep well submersible pump and piping connections, a 5,000 gallon hyrdopnuematic tank, on-site disinfection facilities, 350kW Emergency Generator, connection to City's potable water distribution system, connection to storm drain, landscaping improvements, and associated electrical and controls for the well head pump station and integration to the Corporation Yard's electrical power system.

Well No. 9 Wellhead Facilities, City of Oceanside. Project Engineer for the design of well head facilities, consisting of a 200 HP (2,000 gpm, VFD) submersible well pump, layout of concrete pad with surge tank, piping, electrical equipment, connection to the City's existing Mission Basin Desalting Facility (400 linear feet of 16-inch PVC pipeline), and 700 linear feet of 18" RCP drain pipe. Project also included preparation of a DHS Drinking Water Source Assessment.

First Aqueduct Treated Water Tunnels Rehabilitation Project, Design Build, Specification 670, San Diego County Water Authority (sub to Stantec/Michels). Project Manager. The San Diego First Aqueduct Treated Water Tunnels project includes rehabilitation of the concrete lined Oat Hills, Red Mountain, and Lilac tunnels. Project support included technical memoranda analyzing system hydraulic capacity before after lining of tunnels with fiberglass pipe liners and geopolymer rehabilitation methods, as well as design support for custom fiberglass pipe closure pieces and bifurcation structure temporary modifications to allow for phased tunnel rehabilitation.

San Diego 28 Flow Control and Alvarado Hydroelectric Facilities Rehabilitation, San Diego County Water Authority. Project Manager. The San Diego 28 Flow Control Facility (SD12 FCF) is a 150 cubic feet/second turnout from SDCWA's Pipeline 4, providing water to the City of San Diego's Alvarado Treatment Plant (AWTP). The FCF site is adjacent to AWTP, and includes the 2.0 MW Alvarado Hydroelectric Facility (AHEF), which has been out of service since 2007. The project includes a new turnout structure and piping, new meter and valve vaults, abandonment of existing FCF structure, sizing of new turbine to maximize annual energy production for the least capital and maintenance costs (estimated at 1.9 MW), new electrical and controls components, new 48-inch yard piping, and rehabilitation of the existing AHEF.



RYAN HUSTON, PE

GROUNDWATER RECHARGE

Ryan Huston has provided planning and design services for a variety of water, wastewater, and recycled water projects including water wells, reservoirs, pipelines, and pump stations. His resume includes 25 years of experience; twenty-two years of experience in the private industry and over two years with a municipal water and wastewater agency. This experience has allowed Mr. Huston to gain a unique understanding of the intricacy of a public agency and the relationship between client and consultant.

EDUCATION

M.S. Civil Engineering, California State University, Long Beach

B.S. Civil Engineering, California State University, Long Beach

REGISTRATION

Professional Engineer
CA No. C60324

YEARS OF EXPERIENCE

26

RELEVANT HIGHLIGHTS

- ✓ Design expert and proven project manager
- ✓ Provides a balance approach, availability, and responsiveness to execute any task order
- ✓ Experienced with planning and design for various water infrastructure projects

RELEVANT EXPERIENCE:

Ames-Reche, Oeste, Lucerne Recharge Basins & Oeste Turnout Projects, Mojave Water Agency. Project Director. The project consists of the Ames-Reche Recharge Basin Relocation, Oeste Demonstration Recharge Pilot Test, Lucerne Valley Pump Station Recharge Basin, and Oeste Permanent Aqueduct Turnout. For the Ames-Reche relocation, MWA-owned parcels of 10 acres will be utilized to increase the size and optimize the capacity of the existing facility. The Oeste Pilot Recharge Test consists of constructing basins and assessing recharge feasibility with design flows of 5-6 cfs, installation of a monitoring well, and DWR permits. The Lucerne Pump Station will be modified to convey water to the 3-acre basin, designed for an annual recharge of 7,300 AFY with a maximum flow rate of 10 cfs. Based on the results of the Pilot Recharge Test, a permanent improvement and facility, CA aqueduct turnout with DWR permitting, and traveling screen and other necessary appurtenances will be completed.

Adelanto R³ Extension, Mojave Water Agency. Project Manager. Preliminary, final design, and construction management for approximately 5,800 linear feet of a 30-inch diameter CML&C steel pipeline, modifications to Turnout 6 to include an in-line booster pump, and a new turnout for delivery to the City of Adelanto.

Bunker Hill Basin Conjunctive Use Project, San Bernardino Valley Municipal Water District . Project Manager for preliminary design of the Bunker Hill Basin Conjunctive Use Project (CUP) to determine the physical systems necessary to enhance water supply reliability for the region, and performing a cost allocation study to determine the equitable cost allocation of the CUP based on potential benefits received by the stakeholders. Provided coordination and support in the development of an operations and governance plan including stakeholder facilitation.

Upper VDC Conjunctive Use Optimization Project, Rancho California Water District. Project Manager for the development of an optimized recharge recovery strategy that allows for increased production and improved operations at the Los Caballos Upper Recharge/Recovery Facility. Project included the design of the Phase 1 improvements which included a new 5-foot high berm, re-grading of pond bottoms to direct recharge to the recovery wells, three new pond discharge outlets, 1,900 LF of 36-inch diameter raw water pipeline, and 1,000 LF of 24-inch diameter treated water pipeline. Developed an optimized recharge/ recovery strategy to maximize use of untreated water supply and developed centralized disinfection strategy. Also developed a four phased CIP implementation strategy to allow recharge up to 60 cfs.

Santa Margarita River Discharge project, Rancho California Water District, Temecula, CA. Project Engineer for the design of a 15 CFS interconnection with Metropolitan Water District of Southern California,

RYAN HUSTON, PE
GROUNDWATER RECHARGE

including a pressure reducing facility utilizing a sleeve valve, 3,000 linear feet of 20-inch PVC pipeline and 200 linear feet of 16-inch CML&C pipeline, and a discharge structure to the Santa Margarita River.

Recycled Water Pond Pumping Stations, Eastern Municipal Water District. Principal-In-Charge. Preliminary and final design of three recycled water pond pump stations to convey recycled water from the effluent storage ponds to the distribution storage tanks.

Perris North Basin Groundwater Contamination Prevention and Remediation Project, Eastern Municipal Water District. Project Director. Performed a feasibility study and preliminary design for two centralized treatment facilities for the removal of perchlorate, nitrate, and PCE, the equipping of 8 wells, and approximately 5 miles of pipeline. Developed an Implementation Plan for the Program to define the location of the proposed wells and treatment facilities to support future property acquisition and CEQA compliance efforts.

Well 59 Wellhead Treatment Facilities, Eastern Municipal Water District. Project Director for EMWD's Well 59, with a production capacity of 1,000 gpm, exceeded the health advisory levels for perflourinated compounds (PFAS) and was taken out of service. Project consisted of the preliminary and final design for wellhead treatment consisting of GAC treatment. The project was funded by the US Air Force and included bench scale column testing to evaluate coal-based GAC and coconut-based GAC.

San Jacinto Valley Groundwater Quality Evaluation, Eastern Municipal Water District. Project Director for evaluating iron, manganese and TDS compliance alternatives for the East Valley groundwater wells. These constituents were identified as chemicals of concern (COCs) based on the water quality data. The purpose of the project is to evaluate iron, manganese, nitrate and TDS compliance alternatives and provide a planning/guiding document with a matrix of various tables to be used by the District to identify groundwater management options with respect to water quality compliance for these COCs.

Near Term Water Supply Program As-Needed Civil Design Services, Elsinore Valley Municipal Water District. Principal-in-Charge. Design of the Palomar and Lee Lake Well Equipping Projects. The Palomar Well project includes the preliminary and final design for the equipping of a new 800 gpm well, chemical feed, and blending facility. The Lee Lake Wells project includes the final design of two, 300 gpm wells, and a centralized treatment and pump station facility.

Terra Cotta Well, Elsinore Valley Municipal Water District. Principal-in-Charge for the design and construction management of the 1,200 gpm aquifer and storage recovery well which included a passive park consisting of drought tolerant landscaping and benches for local residents.

Canyon Lake Water Treatment Plant Facilities Master Plan. Principal-in-Charge. Prepared a master plan for the water treatment plant to guide and direct future facility needs and upgrades, program budgeting, and phasing of the capital improvement program. A comprehensive condition assessment was performed to improve performance and reliability, and determine the remaining useful life of the facilities.

Winchester Pond Pump Station, Eastern Municipal Water District, Temecula, CA. Principal-in-Charge. Preliminary design includes evaluation of alternatives to optimize storage and pumping capacities at the District's Winchester Distribution Ponds (1700 AF). Evaluation includes floating membrane covers, hydraulic analysis, mixing and aeration to improve water quality, ground water study for recharge recovery, evaluation of existing pump station, deepen ponds to increase storage, new pump station for ultimate demands and geotechnical investigations to study the stability of the site for continued operations.

Audie Murphy Ranch Recycled Water Pipeline, Eastern Municipal Water District. Project Manager. Final design of approximately 4,000 linear feet of 18-inch and 12-inch diameter recycled water pipeline, and a pressure reducing station for discharge to the Sun City recycled water pond.

Energy Management Plan, Eastern Municipal Water District. Project Director. Performed an assessment of Eastern's current and future energy portfolio as well as develop a road map to meet its strategic objective of reducing costs while meeting regulatory requirements and maximizing available resources. Evaluations included fuel cells, microturbines, solar facilities, food-to-waste, biosolids dryer, biodiesel, internal combustion engines, and energy management software.

Temescal Agricultural Pipeline Condition Assessment, Elsinore Valley Municipal Water District. Principal-In-Charge. (Elsinore Line Condition Assessment) Condition assessment of approximately 11 miles of a 30-inch diameter agricultural pipeline including pipe cleaning and CCTV investigation, developing various rehabilitation alternatives, and developing a capital improvement program.



LORI TROTTIER, AICP CEP

ENVIRONMENTAL

Ms. Trottier has 34 years of experience as a city and regional environmental planner. During this time, she has worked as agency staff and as a consultant. She has been primary author and Environmental Project Manager for compliance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). She has managed numerous multi-disciplinary teams and been the manager responsible for regionally significant and high-profile CEQA documents involving considerable public input. Ms. Trottier is an expert on CEQA compliance, environmental planning, and analysis. Her experience includes a variety of development and infrastructure projects including master plans for large-scale phased development. Ms. Trottier has provided CEQA and NEPA clearance on roadways and intersections, energy transmission, radio and communication sites, development of residential, commercial, mixed-use, and industrial land uses, regional recreation facilities, General Plans, General Plan Elements, and Specific Plans. Ms. Trottier can quickly focus on key project issues, understand client needs and develop cooperative agency and stakeholder relationships resulting in win-win outcomes. Her experience extends beyond environmental planning and includes many types of entitlement and regulatory permits for development, natural resource protection, and construction.

EDUCATION

B.S. Environmental Policy, Analysis, and Planning, University of California, Davis

Certificate of Land Use and Environmental Planning, University of Irvine, CA

REGISTRATION

American Institute of Certified Planners, AICP, Member No. 107286

YEARS OF EXPERIENCE

34

RELEVANT HIGHLIGHTS

- ✓ Experienced in a variety of development and infrastructure projects
- ✓ Expert in CEQA compliance, environmental planning, and analysis
- ✓ Ability to obtain stakeholder consensus through a collaborative approach

RELEVANT EXPERIENCE:

As-Needed Engineering Services, South Coast Water District. Task Lead- Environmental. The South Coast Water District (SCWD) is an independent public agency providing water to residents and businesses within an 8.3 sq mi area along a stretch of the Pacific Coast in south Orange County. SCWD established a three-year Capital Improvements Program (CIP) that identified priority improvements to SCWD's infrastructure. SCWD sought engineering consultants to assist its Engineering Department with expediting the CIP projects as well as other general engineering and operations support services.

Euclid Ave Downtown Recycled Water Project, OMUC/City of Ontario. Environmental. The Euclid Avenue Downtown Recycled Water Pipeline Project (Project) consists of 24,630 linear feet of 8-inch, 12-inch, and 24-inch recycled water main that will be constructed to reduce use of potable water, specifically for landscape irrigation, within a portion of western Ontario. The Project will construct new recycled water mains for the conveyance of recycled water from the Inland Empire Utilities Agency (IEUA) existing recycled water distribution system located within City Limits from a 30-inch diameter IEUA recycled water main at the 4th Street/Euclid Avenue and from a 24-inch diameter IEUA recycled water main located at the Riverside Avenue/Cucamonga Channel. Once constructed the Project will convey recycled water to existing city-owned and operated facilities for landscape maintenance. The Project will provide recycled water for landscape irrigation along the Euclid Avenue arterial median, within Ontario's downtown district, and via new mains constructed within collector and local streets off Euclid Avenue to nearby parks at Riverside Drive and Flora Street, and to the City's civic center. The Project will facilitate conservation of potable water and distribution recycled water that is treated for irrigation by IEUA. Over 50 million gallons per day of wastewater from its regional treatment plants is accepted and treated at IEUA facilities. This water is treated to Title 22 regulations set forth by the State Division of Drinking Water and delivered for agriculture, municipal irrigation, industrial uses, and for groundwater replenishment.

LORI TROTTIER, AICP CEP

ENVIRONMENTAL

California Commerce Center Supplemental Specific Plan EIR, City of Ontario. Primary author and CEQA project manager on the Supplemental Specific Plan EIR for the regionally significant build out of the California Commerce Center Specific Plan. The project proposed 2-million-square-feet of warehouse space near the Ontario International Airport. Project issues included compatibility with SCAG's regional growth plan; health risk assessment associated to diesel emissions along truck routes; long-term air quality and fugitive dust emissions control BMPs; access, circulation, traffic generation and compatibility with established at grade railroad operations; vapor intrusion of hazardous materials, and screening for endangered species impacts. This project required significant agency input and coordination with SCAG, PUC, Native American Heritage Commission, SCAQMD, and the Department of Fish and Game.

General Plan Update, City of Fountain Valley. Managed environmental analysis and authored the Programmatic EIR for a full-scope update of the City's General Plan.

General Plan and General Plan EIR, City of Aliso Viejo. Provided input as a Planning Advisor on the City's first General Plan and PEIR after City incorporation. Project issues included housing, traffic, historic preservation, and tribal resources.

Darrell Tanks Replacement, Town of Hillsborough. Environmental Task Leader for the Darrell Tank Initial Study/ Mitigated Negative Declaration. Darrell Tank replacement involves demolition of two existing steel tanks with a 2-million-gallon prestressed concrete tank. Potentially significant impacts from the project involve geology, soils, and seismicity, tree removals, views, noise, air quality, traffic, biological resources, cultural and tribal resources.

Oceanside Boulevard Lift Station, City of Oceanside. The project involves demolition of an existing pump station, development of a new pump station, and associated pipeline upgrades in Oceanside Boulevard. Project issues include mitigation for sensitive habitat, cultural resources, AB 52 compliance, access, noise, and air quality.

La Jolla View Reservoir Replacement, City of San Diego. Coordinated CEQA-plus technical analysis of resources including biological, cultural, historic architectural, air quality, and greenhouse gas emissions, for demolition of Exchange Place Reservoir and demolition/replacement of the outdated and undersized La Jolla View Reservoir, in La Jolla Natural Park. Project issues include grading, traffic and circulation, noise, air quality, dust control, and significance of biological, aesthetics, and cultural and historic resources.

Anza Road Pipeline Extension, Rancho California Water District. Environmental Task Leader for the Initial Study/Mitigated Negative Declaration on a potable water pipeline within the 1550 pressure zone from Morgan Hill Drive to Anza Road, County of Riverside. The project will improve reliability of the water system and consists of of 1,050 linear feet of potable water pipeline beginning at the end of the existing easterly terminus of Morgan Hill Drive within an existing residential development. Avoidance measures were incorporated into project design. Environmental issues included cultural resources and biological resources related to open trench and bore and jack construction.

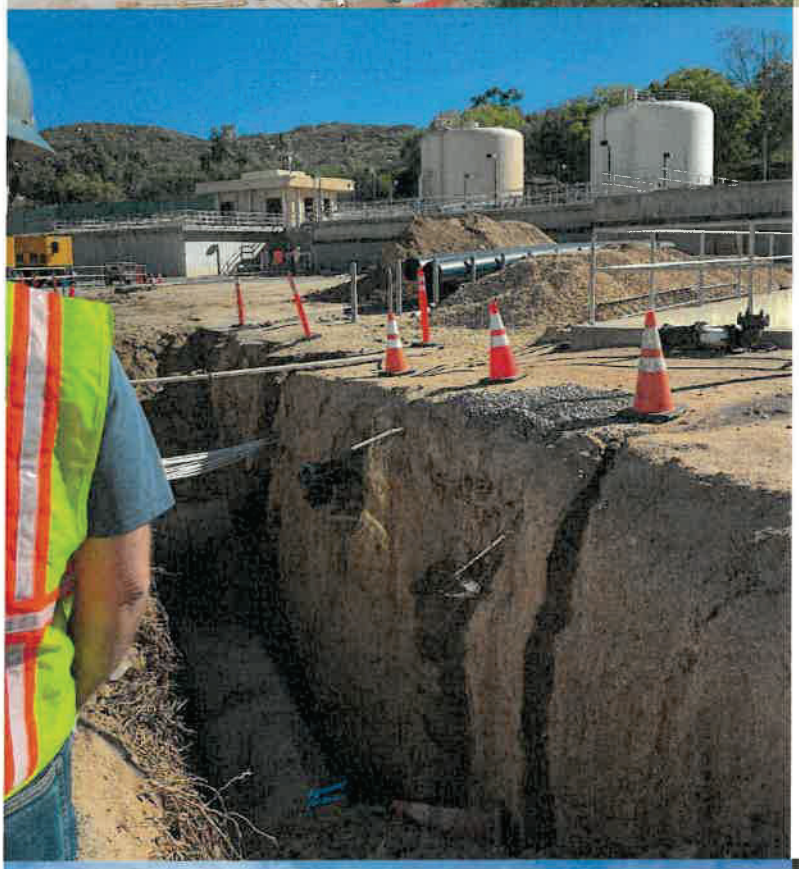
Phase 2 McHenry Sewer, City of Escalon. Environmental Task Leader for the Initial Study/Mitigated Negative Declaration on realignment of 4,500 linear feet of 24-inch sewer main according to the approved Sewer Master Plan and General Plan. Phase 2 McHenry Sewer involves construction of sewer main using bore and jack construction, under a South San Joaquin Irrigation District Main Irrigation Canal and open trench under the existing Meyer Avenue asphalt roadway and County easement. Potentially significant impacts from the project involve tree removals, noise, air quality, biological resources, cultural and tribal resources.

Olivenhain Trunk Sewer Improvements FEIR/EA, City of Encinitas. Environmental Task Leader for final environmental documents and permits. IEC is providing comprehensive design, environmental, and outreach support for relining 50 existing manholes, relocating approximately 2,800 linear feet of sewer line within existing roadway. The project includes wetland re-vegetation plans. Environmental services include EIR/EA, Clean Water Act Section 404 permit, California Streambed Alteration Agreement, federal and state Endangered Species Act take authorization, and Coastal Development Permit, City of Encinitas Major Use Permit (MUP), San Diego County permits, Wetland Restoration Plan, and a NEPA Environmental Assessment for easement modification under the Natural Resource Conservation Service Agriculture Conservation Easement Program.

Lake Skinner Boat Launching Facility #1141, Riverside County Regional Parks & Open Space District. Researched County needs and requirements for improvements. Managed preparation and filing of a Notice of Exemption for rehabilitation of Lake Skinner boat launch and recreation facilities.







ARDURRA

ARDURRA GROUP, INC.

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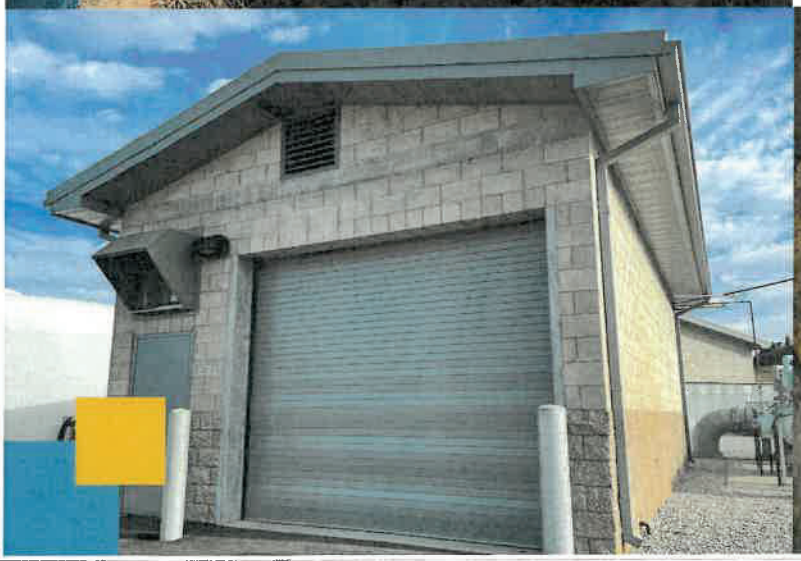




EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Design Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

08 HOURLY RATES

Ardurra Rate Sheet

ARDURRA

ARDURRA GROUP, INC. (CALIFORNIA)
2024 Standard Billing Rate Schedule
Rates Effective through December 31, 2024
(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

ENGINEERING, MUNICIPAL, ENVIRONMENTAL, TRAFFIC, & SURVEYING SERVICES

STAFF	HOURLY RATE
Principal/Project Manager V	$330
QA/QC Manager	$290
Project Manager IV	$280
Project Manager III	$250
Project Manager II	$230
Project Manager I	$210
Project Engineer VI	$260
Project Engineer V	$250
Project Engineer IV	$210
Project Engineer III	$185
Project Engineer II	$170
Project Engineer I	$165
Project Designer III*	$155
Project Designer II*	$140
Project Designer I*	$130
CADD Drafter III*	$150
CADD Drafter II*	$130
CADD Drafter I*	$115
Administrative Assistant*	$135
Plan Check Engineer IV	$270
Plan Check Engineer III	$225
Plan Check Engineer II	$200
Plan Check Engineer I	$185
Senior Traffic Engineer	$260
Traffic Engineer III	$250
Traffic Engineer II	$210
Traffic Engineer I	$185
Traffic Engineering Associate II	$170
Traffic Engineering Associate I	$145
Traffic Engineering Technician III*	$150
Traffic Engineering Technician II*	$130
Traffic Technician I*	$105
Sr. Transportation Grants Manager	$230
Transportation Grants Manager	$170
Sr. Transportation Project Coordinator / Graphic Artist	$190
Transportation Project Coordinator / Graphic Artist	$145
Public Works Technician III*	$150
Public Works Technician II*	$130
Public Works Technician I*	$105
Senior Code Enforcement Officer/Manager*	$125
Code Enforcement Officer II*	$95
Code Enforcement Officer I*	$90

STAFF	HOURLY RATE
Senior Structural Engineer	$280
Structural Engineer	$220
SUE Technician*	$145
SWPPP Practitioner*	$175
Specialty Professional/Discipline	$280
Senior Environmental Scientist	$250
Associate Environmental Scientist	$180
Assistant Environmental Scientist*	$150
Senior Planner	$220
Planner II	$195
Planner I	$175
Associate/Assistant Planner	$135
Senior Landscape Architect	$250
Landscape Architect	$185
Principal Architect	$250
Senior/Associate Architect	$220
Architect	$210
3-Person Survey Crew*	$380
2-Person Survey Crew*	$310
1-Person Survey Crew*	$210
Survey Director	$250
Assistant Surveyor (not Licensed)*	$185
GIS Analyst*	$185
GIS Specialist*	$165
Graphic Designer*	$145
Drone Operator with Camera*	$185
Flow Monitoring Project/Data Manager	$200
Flow Monitoring Field Manager	$180
Flow Monitoring Field Supervisor*	$150
Flow Monitoring Field Technician III*	$125
Flow Monitoring Field Technician II*	$115
Flow Monitoring Field Technician I*	$95
Community Relations Strategic Advisor	$290
Community Relations Project Manager	$260
Community Relations Assistant Project Manager	$230
Community Relations Senior Account Coordinator	$170
Community Relations Account Coordinator	$145
Community Relations Senior Graphic Artist	$190
Community Relations Graphic Artist	$160
Community Relations Account Assistant	$125
Expert Witness Services	
Data Review and Preparation	$330
Testimony & Deposition	$500

08 HOURLY RATES

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PROJECT/CONSTRUCTION MANAGEMENT / INSPECTION SERVICES

	REGULAR TIME	OVERTIME		
STAFF	RATE[1]	MON-FRI[2]	SAT[1]	SUNDAY/ HOLIDAY
Principal	$330	–	–	–
Principal Construction Manager	$290	–	–	–
Project Executive/QA/QC Manager	$290	–	–	–
Senior Program Manager	$280	–	–	–
Program Manager	$265	–	–	–
Senior Project Manager	$260	–	–	–
Project Manager	$230	–	–	–
Assistant Project Manager	$180	–	–	–
Structures Representative	$270	–	–	–
Senior Construction Manager	$260	–	–	–
Construction Manager	$230	–	–	–
Assistant Construction Manager	$180	–	–	–
Project Controls Engineer, Labor Compliance	$165	–	–	–
Documents Control, Administration	$135	–	–	–
PE Licensed Inspector (Prevailing and Non-Prevailing Wage) [3, 5, 6]	$205	$287	$287	$369
PE Licensed Inspector (Prevailing and Non-Prevailing Wage - Special Shift) [3, 4, 5, 6]	$210	$294	$294	$378
Public Works Inspector (Prevailing Wage) [3, 5, 6]	$198	$277	$277	$356
Public Works Inspector (Prevailing Wage - Special Shift) [3, 4, 5, 6]	$202	$283	$283	$364
Accessibility Expert/CASp Inspector [6]	$305	$427	$427	$549
DSA/OSHPD Inspector of Record [6]	$225	$315	$315	$405
Deputy Inspection (Prevailing Wage) [3, 5, 6]	$185	$259	$259	$333
NDT Testing (Prevailing Wage) [3, 5, 6]	$185	$259	$259	$333
Public Works Inspector (Non-Prevailing Wage) [5]	$165	$231	$231	$297

08 HOURLY RATES

Ardurra Rate Sheet

ARDURRA

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NOTES AND ASSUMPTIONS

Engineering, Municipal, Environmental, Traffic, & Survey Notes:
* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over eight (8) hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and holidays.
Other Direct Costs: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, overnight postage, or couriers, etc., are billed at actual cost, plus fifteen percent (15%) to cover overhead and administration. Mileage required for travel are billed at the allowable IRS mileage reimbursement rate.
Fees for subconsultant services: Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.
Exclusions to Scope and Fee: The following items are specifically excluded:
– Legal advice
– Specialized software (other than MS Office Suite and MS Project)
– Expert witness services
Project, Construction Management & Inspection Notes:
[1] The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
[2] Rate applies to the first four hours of overtime during the week and /or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/holiday rate.
[3] Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination SD-23-63-3-2023-2D, issued 8/22/2023. The above billing rates increase by $5/hour on July 1, 2024 to adjust for a predetermined increase.
[4] A Special Shift is any shift that starts after 5:00PM and before 6:00 AM.
[5] The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001: • Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum • Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum.
[6] For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.

Overall Notes:
Reimbursable Expenses (Other Direct Costs): Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently $0.655/mile). An allowance for Extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.
Fees for Subconsultant Services: Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.
Web Based Contract Administration: Selected / specified cloud based service billed at cost plus fifteen percent (15%).
Escalation: Unless specified otherwise (such as for prevailing wage personnel), all billing rates are subject to annual review for Consumer Price Index escalation or 3%, whichever is greater.

AIRX Utility Surveyors, Inc.
PREVAILING WAGE RATE SHEET
January 4, 2024

Pricing on this document is valid for 90 days from the date above.

Prepared For: Ardurra, Attn: Dolores Salgado C: (661) 748-3893
Project Name: OMUC On-Call Design Services RFQ No. 1740 - Utility Locating & Mark-Out and Potholing Rate Sheet
Project Location: Ontario, CA (Multiple Locations)

Project Management/Admin./Report Preparation/Training						
Project Management	No.: 0	hours @	$200	per hour =	$0
Admin. / Certified Payroll	No.: 0	hours @	$150	per hour =	$0
On Site/Records Research/Report Drafting	No.: 0	hours @	$140	per hour =	$0
Specialty Training w/Mob (Anticipated)	No.: 0	hours @	$150	per hour =	$0
				Subtotal:	$0
Potholing					
Hourly Rate: 1 Vac Truck & 1 Support Truck *(2 man crew)*	No.: 0	hours @	$450	per hour =	$0
Mobilization: 1 Vac Truck & 1 Support Truck *(2 man crew)* *	No.: 0	hours @	$400	per hour =	$0
Daily Rate: 1 Vac Truck & 1 Support Truck *(2 man crew)(8 hours)*	No.: 0	days @	$3,600	per day =	$0
OVERTIME: 1 Vac Truck & 1 Support Truck *(2 man crew)*	No.: 0	hours @	$700	per hour =	$0
Haulage & Dump Fee *(Non-Hazardous material only)*	No.: 0	loads @	$350	per load =	$0
USA Mark-Out / Standby Coordination	No.: 0	hours @	$176	per hour =	$0
				Sub-total:	$0
Wet & Dry Utility Locating					
Locating - Electric, Magnetic, Sonic & GPR *(1 man)*	No.: 0	hours @	$225	per man hour =	$0
CCTV Video & Locating *(1 man - Push Cam)*	No.: 0	hours @	$225	per man hour =	$0
CCTV Truck Locating *(2 man crew)*	No.: 0	hours @	$450	per hour =	$0
Mobilization *(1 man)* *	No.: 0	hours @	$200	per man hour =	$0
Mobilization *(2 man crew)* *	No.: 0	hours @	$400	per hour =	$0
Manhole Dip(s)	No.: 0	@	$100	each =	$0
				Subtotal:	$0
Traffic Control					
Traffic Control/ROW Plans - 11"X17"	No.: 0	sheets @	$175	p/sheet =	$0
Traffic Control/ROW Plans - "D" Sheets	No.: 0		Call for quote		$0
Civil Engineer Stamp *(Excludes travel time)*	No.: 0	sheets @	$250	p/sheet =	$0
Traffic Control Engineer Stamp *(Excludes travel time)*	No.: 0	sheets @	$500	p/sheet =	$0
Mobilization for Traffic Control/Civil Engineer Stamp*	No.: 0	hours @	$150	per hour =	$0
Permit Processing *(Includes Mobilization)* *	No.: 0	hours @	$150	per hour =	$0
Minimal Traffic Control Equipment *(w/CCTV or Locating only)*	No.: 0	@	$150	each =	$0
Bike Lane, Shoulder or Narrow Lane Closure *(Excludes Arrow Board)*	No.: 0	@	$350	each =	$0
Small Intersections/Standard Lane Closures *(Up to 500' + tapers)*	No.: 0	@	$550	each =	$0
Large Intersections/Multiple Lane Closures	No.: 0	days @	$750	per day =	$0
Daily Labor for Traffic Control Set Ups (TMI)	No.: 0	@	$3,000	each =	$0
CALTRANS/Freeway Set-Up	No.: 0		Call for quote		$0
Night Work Premium	No.: 0	nights @	$350	per night =	$0
Certified Flagman/Addt'l Laborer	No. Flagmen: 0 $150	per hour for	0	hours =	$0
				Sub-total:	$0
Concrete and Asphalt Patching					
AC Cold Mix Patch W/Saw Cut	No.: 0	@	$75	each =	$0
Aquaphalt Permanent Patch w/Saw Cut	No.: 0	@	$150	each =	$0
Coring - 6" Diameter w/Utilibond Replacement	No.: 0	@	$160	each =	$0
Backfill - Sand and Class II Base Only	No.: 0	@	$65	each =	$0
Backfill - 0 Sack Slurry (10 Yards Max)	No.: 0	loads @	$3,000	per load =	$0
Hot Patching Mob: 1 Vac Truck & 2 Support Trucks *(3 man crew)* *	No.: 0	hours @	$550	per hour =	$0
AC Hot Mix Patch w/Saw Cut (Excludes Cap & Grind)	No.: 0	days @	$5,000	per day =	$0
[illegible]					
Sidewalk Panel Replacement	No.: 0		Call for Quote		$0
Water Meter Rental + Installation (Not Including Cost of Water)	No.: 0	@	$2,000	each =	$0
				Sub-total:	$0
Hotel & Per Diem:					
Hotel rooms for 2-man Potholing crew (2 Rooms)	No.: 0	nights @	$425	per night =	$0
Per diem per 2-man Potholing crew	No.: 0	days @	$148	per day =	$0
				Sub-total:	$0
Preliminary Fee Processing	No.: 0	@	$60	each =	$0

Additional Notes, Fees & Exclusions:

(*) Includes portion for partial Mobilization

- ALL PERMIT FEES WILL BE CHARGED BACK TO THE CLIENT AT COST PLUS 10%. THIS INCLUDES ANY DEPOSITS, BONDS, OR OTHER ASSOCIATED FEES THAT MAY BE REQUIRED. AirX cannot guarantee turn-around times for permit process.
- This rate sheet INCLUDES the provision for prevailing wage, applicable to all field work. *Prevailing Wage rates are set by the California Department of Industrial Relations (DIR) and subject to change annually per DIR regulations. Federal prevailing wage rates will also apply, if applicable.*
- [illegible]
- This is a rate sheet only based on limited information provided. Adjustments, changes and response to actual field conditions may incur added costs. *Final invoicing will reflect actual work hours performed, materials utilized and services provided.*
- This is a rate sheet only based on limited information provided. Adjustments, changes and response to actual field conditions may incur added costs. *Final invoicing will reflect actual work hours performed, materials utilized and services provided.*
- AirX will make a good faith effort to locate and mark all utilities. However, due to utility depths, types of material, etc. some utilities may not be locatable or found. AirX requests that as-builts or maps be provided.
- Client to facilitate access to site. We also request that access be provided to any utility cabinets or facilities in the area.
- Potholing and Excavation rate applies to typical conditions of asphalt or concrete surface material 6" - 8" in depth and digable soil conditions. Excessive surface material, concrete beneath asphalt, cobble, dense clay, CTB base, slurry, caliche or other medium will be charged at the hourly rate listed on this estimate.
- **Utility Locating:** Minimum charge of 2 hours for Locating. Locator Truck includes electromagnetic, magnetic, sonic locating equipment. Also, GPR, duct rods, hand tools, gas testers, blowers & miscellaneous equipment pertinent to the trade.
- **Utility Re-Marking:** Utilities previously marked and subsequently lost due to conditions beyond our control shall not be the responsibility of AIRX. Re-marking will be charged at the utility locating rate indicated on this estimate.
- Traffic control and Right of Way plan drawings are on 11"x17" sheets. If D Sheets are required, additional fees will apply. If the TC plans are required to be prepared and approved by a Registered CA Civil Engineer, the cost is $250 per sheet, plus $120 per hour travel time.
- Standard traffic control includes all signs, cones, barricades, sign stands and caution tape and 1 arrow-board unless otherwise specified. Specialty equipment such as non-typical signage, crash barrels, message boards or K-Rail is available @ cost, plus 10%.
- AirX can provide certified flagman or additional laborers as needed at a rate of $200 per man/hour.
- **CCTV Inspection:** CCTV Rates are based on typical conditions. Conditions such as standard elbows, size of pipe and limited or no accessibility may prevent CCTV locating & inspection of utility. Locating via CCTV is limited if deeper than 5 feet and not guaranteed due to equipment limitations.
- CCTV pricing excludes jetting of pipe.
- **Materials:** Pricing allows for backfill of sand & Class II Base only. Also includes patching with AC Cold Patch or Quick Set Concrete only. AirX also offers a quality permanent patch with Aquaphalt. Use of Aquaphalt product is dependent upon Agency acceptance and guaranteed for 3 years. Please request a revised quote if other backfill material or surface repair is required.
- **Railroad Right of Way:** Railroad Protective Liability insurance will be required for all work within railroad right of way and may require Railroad-designated flagging and utility mark-out personnel. Coordination of personnel may affect schedule of work. Final fees will be paid for by AIRX and charged back to the Client at cost plus 10%.
- **Hazardous Spoils:** Testing, Storage, and Disposal of any material, hazardous or otherwise, will incur additional charge and based on project requirements. If required, fees will be paid for by AirX and charged back to the Client at cost plus 10%.
- Specialty training, due to project requirements, may incur added time and cost and affect schedule of work.
- Work within Caltrans, railroad, environmentally sensitive or contaminated areas may incur additional costs.
- Night work, if required, will incur additional cost for balloon lighting, generators and barricade lights.
- All rates are based on a standard 40-hour work week. Overtime, doubletime or holiday rates will apply, if applicable.
- Payment terms are 30 days from date of invoice, plus 1.5% per month thereafter.

Authorization: X

Invoice Contact: *please include all persons that will be receiving invoicing correspondence.*

Invoice Address: *please include all persons that will be receiving invoicing correspondence.*

Invoice Email(s): *please include all persons that will be receiving invoicing correspondence.*

XBD-IE-2024-0003 Ontario - OMUC On-Call Design Services RFQ No. 1740 - Ardurra
KW

Bennett Trenchless

BENNETT trenchless engineers

OMUC ON-CALL FEE SCHEDULE

Principal - Design, CM	$300 / hr
Senior Project Manager	$275 / hr
Project Manager	$245 / hr
Senior Project Engineer	$235 / hr
Senior Construction Inspector	$230 / hr
Project Engineer	$200 / hr
Associate Engineer	$185 / hr
Construction Inspector	$165 / hr
Eng. Assistant/AutoCAD Spec	$150 / hr
Executive Assistant	$125 / hr
Office Manager	$115 / hr
Clerical Assistant	$ 95 / hr

DIRECT EXPENSES

All travel, subconsultant services, photocopying, and other direct expenses are billed at actual costs plus 5%. Mileage is billed at IRS business mileage allowance rates.

PAYMENT TERMS

All invoiced payments are due within 30 days of the invoice date, unless otherwise agreed to in contract provisions.

INSURANCE LIMITS

Statutory limits coverage for workers' compensation for Bennett Trenchless Engineers employees, Client employees, and additional insured agreed to in contract provisions. $2,000,000 per occurrence, $4,000,000 aggregate, maximum coverage for general liability; $2,000,000 per claim and $2,000,000 aggregate for professional liability; $1,000,000 for automobile liability. Additional coverage limits can be provided, subject to agreement in contract provisions.

950 Glenn Drive, Suite 115
Folsom, CA 95630
916-294-0095- tel

Converse

CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Geotechnical Personnel

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2026.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$85
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	90
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	90
Coring Technician	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	85
Senior Soils Technician	95
Sample Pick-Up	60

Professional Services (field and office)

Staff Professional	$145
Senior Staff Professional	155
Project Professional	165
Project Manager	175
Senior Professional	175
Principal Professional	225
Principal/Consultant	235

Laboratory Testing

Laboratory Technician (See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$100

Office Support

Clerical/Word Processing	$90
Drafting	90
CAD Operator/Drafting Manager	95

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Converse Consultants P2023 Geotech

BCR Consulting

BCRCONSULTING LLC ARCHAEOLOGY HISTORIC PRESERVATION PALEONTOLOGY GIS www.bcrconsulting.net 909.525.7078 Claremont Napa Tehachapi

Table A. Hourly Rates

Position	2024 Hourly Rate	2025 Hourly Rate	2026 Hourly Rate
Principal Investigator	$ 150.00	$ 165.00	$ 170.00
Project Manager	$ 120.00	$ 132.00	$ 140.00
Archaeological Field Director	$ 110.00	$ 121.00	$ 125.00
Archaeological Crew Chief	$ 100.00	$ 110.00	$ 115.00
Architectural Historian/Historian	$ 100.00	$ 110.00	$ 115.00
GIS/Graphics	$ 100.00	$ 110.00	$ 115.00
Field Archaeologist/Monitor	$ 80.00	$ 90.00	$ 95.00
Field Paleontologist/Monitor	$ 80.00	$ 90.00	$ 95.00
Historian/Researcher	$ 80.00	$ 90.00	$ 95.00
Word Processing	$ 80.00	$ 90.00	$ 95.00
Production	$ 80.00	$ 90.00	$ 95.00

Table B. Direct Expense

Expense	Cost*
Per Diem	$ 75.00 / day
Mileage	$ 0.655 / mile
Lodging	$ 150.00 / day

*May vary regionally

ELMT Consulting, Inc

ELMT CONSULTING

HOURLY RATE SCHEDULE
Effective January 1, 2024 through December 31, 2024

OFFICE PERSONNEL	$/ Hour
Principal	275.00
Managing Director	260.00
Project Manager/Director	220.00
Senior Biologist/Regulatory Specialist	187.00
Senior GIS Specialist	160.00
Biologist/Regulatory Analyst	155.00
GIS Analyst	135.00
Field Biologist	125.00
Office Support/ Clerical	110.00

Notes:

1. Reproduction (including blueprints, if needed), mileage, messenger service and other direct expenses will be charged at cost with no percentage mark-up.
2. A Sub-Consultant Management Fee will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.
3. Annual cost increases will follow the Consumer Price Index for that year.

Kelsey Structural

KELSEY STRUCTURAL SCHEDULE OF FEES

SCHEDULE OF FEES

City of Ontario
On-Call Design Services
2024

HOURLY RATES

Principal	$240.00
Project Manager	$220.00
Senior Engineer	$200.00
Project Engineer	$180.00
Assistant Engineer	$160.00
CAD Technician	$150.00
Administration	$110.00

Hourly rates include provisions for normal overhead costs such as fringe benefits, office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Mileage shall be reimbursed at a rate equivalent to the current calendar year's IRS standard mileage rate. Rates shown are valid through the 3-year duration of the referenced on-call contract. An additional 2-year contract extension may be executed by the City of Ontario with 5% rate increase applied per year.

619-920-1262
gkelsey@kelseystructural.com
KELSEY STRUCTURAL APC

Ganddini Group, Inc.

ganddini

transportation ▪ noise ▪ air quality | GANDDINI GROUP

FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
Principal	$ 190
Director/Vice President	$ 175
Senior Engineer/Planner	$ 155
Engineer/Planner	$ 120
Junior Engineer/Planner	$ 90
Senior Technician	$ 85
Technician	$ 52
Administrative Assistant	$ 52

Effective through December 31, 2024. Mileage shall be billed at the IRS standard mileage rate for business travel at the time the expense is incurred.

Rates will commence on the date of the contract and shall be increased annually thereafter for inflation by the annual increase in the Consumer Price Index (CPI).

O'Day Consultants, Inc

SCHEDULE OF HOURLY BILLING RATES
October 1, 2023

OFFICE ENGINEERING	
Project Manager	$255.00
Project Engineer	208.00
Project Survey Manager	186.00
Design Engineer	179.00
AutoCAD Technician	167.00
Engineering Technician	134.00
Engineering Intern	100.00
Construction Office Management/Document Control	97.00
Word Processing	97.00
FIELD ENGINEERING	
2 Man Survey Crew	284.00
1 Man Survey Crew/Survey Chief	186.00
1 Man Survey Crew-Robotic/GPS	210.00
FIELD ENGINEERING - PREVAILING WAGE	
3 Man Survey Crew	586.00
2 Man Survey Crew	395.00
1 Man Survey Crew/Survey Chief	221.00
CONSULTATION	
Principal	$300.00

All out-of-pocket expenses, such as filing fees, printing, reproduction costs and deliveries, will be extra and invoiced at our direct cost plus 15%. Prevailing wage projects will be charged a higher rate for field engineering. Four (4) hour minimum charge for survey crew time. Any site visits less than 4 hours will be charged as extra work to fixed fee scopes of work.

Payment Terms: Accounts are due and payable within 10 days of the date of the invoice. If payment for invoice is not received within 30 days from the date of invoice, then a finance charge will be assessed at 1.5% per month for each month the invoice remains unpaid, starting at the 31st day. If payment for invoice is not received within 60 days from the date of invoice, then work will stop and will recommence once the account is paid in full.

Rates are subject to periodic increase. Prevailing Wage rates are subject to California Department of Industrial Relations mandated wage rate changes.

RF Yeager Engineering

2024 Billing Rates
(rates held thru 2024)

CITY OF ONTARIO (OMUC) ON-CALL DESIGN SERVICES
Corrosion Engineering Services

Corrosion Engineering Services	
Senior Project Manager (NACE Certified or Corrosion PE)	$215
Project Manager (NACE Certified or Corrosion PE)	$210
Administrative Services	
Administrative Assistant	$125
Cadd Design Services	
Senior CADD Technician	$150

Notes:
1. **All overhead costs (Mileage, Admin, Per Diem, etc.) are included in the above billing rates.**
2. **Annual Escalation Rates are 3%.**

Thomas Harder & Co. Groundwater Consulting

Standard Billing Rates | **2024**

Staff	Hourly Rate
Principal Hydrogeologist	$220
Associate Hydrogeologist	$190
Senior Hydrogeologist/Geologist/Geoscientist	$160
Project Geoscientist	$135
Staff Geoscientist	$115
Field Technician	$90
Graphics	$100
Clerical	$80

For public hearings, depositions and court appearances requiring qualifications and services as expert witness, the Principal Hydrogeologist will be billed at the hourly rate of $440/hr, plus travel expenses and subsistence as described below. Billing for depositions, court appearances, and administrative hearings will include an 8-hr minimum.

Travel mileage for personal vehicles will be charged at the rate allowed by current IRS guidelines. Current guideline is 67 cents/mile.

Annual rates will be increased by 2% each year.

Subsistence expenses, including food and lodging, will be reimbursed at the actual cost.

Thomas Harder & Co.
Groundwater Consulting

1

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____ __, **2024** by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **TKE Engineering Inc.,** a **CALIFORNIA C CORPORATION** with its principal place of business at **2305 Chicago Avenue, Riverside CA 92507** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional **engineering** design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an **engineer** in the State of California.

2.3 Project. City desires to engage Consultant to render such services for the **On-Call Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 **Engineer of Record.** Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultant hereby designates **Terry Renner, PE, PLS, QSD** (License No. **C 69984**) to act as the **Engineer of Record** for the Project. The **Engineer of Record** shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the **Engineer of Record** shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new **Engineer of Record** shall be of at least equal competence as the prior **Engineer of Record**. In the event that City and Consultant cannot agree as to the substitution of a new **Engineer of Record**, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the **Engineer of Record**, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Terry Renner, PE, PLS, QSD, Michael Thornton, PE, PLS, MS, Steven W Ledbetter, PE, Steve Nix, PE, PLS, Ron Musser, PE, PLS, Brian Wolfe, PE, and Octavio Parada.**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Dennis Mejia, PE, Utilities Engineering Division Manager**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Six Hundred Thousand Dollars ($600,000)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review

the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain

registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

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

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

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any

subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

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

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

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

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

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

3.15.4 Automobile Liability

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

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

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

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

3.15.5 Workers' Compensation/Employer's Liability

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

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

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and

in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

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

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

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

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

3.15.8 Evidence Required

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

3.15.9 Policy Provisions Required

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

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

3.15.12 Subconsultant Insurance Requirements

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

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for **engineering** services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

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

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

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

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	**TKE Engineering, Inc.**
303 East "B" Street	**2305 Chicago Avenue**
Ontario, CA 91764	**Riverside, CA 92507**
Attn: **Dennis Mejia, PE, Utilities Engineering Division Manager,**	Attn: **Terry Renner**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

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

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which

are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TKE ENGINEERING, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

TKE ENGINEERING, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting engineers to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of six (6) qualified firms to assist with On-Call Design Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various disciplines (e.g. Engineering, Architecture, Construction, Hydraulic Modeling, Fire Flow Modeling, Feasibility Studies, etc.) with the intention of maintaining a list of multiple qualified prime engineering firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Design Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL DESIGN SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Design Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Design Services Agreement for further requirements.

Expected services to be provided under this on-call contract will be performed under a task order system, need to be designed following City Guidelines or associated governing agency guidelines, and may include:

Capital Improvement Project Division

- Feasibility Studies
    - Preparing and/or updating Guidance Documents for Utility Feasibility Studies and Technical Reports
- Environmental services for CEQA/NEPA
- Geotechnical Investigations
- Erosion Control and Storm Water Pollution Prevention Plans
- Permitting and Grant writing support
- Surveying and Mapping
    - ALTA Surveys
    - Easements, Right of Way Preparation, and Mapping
    - Topographic Mapping
    - Field Design Surveys
    - Boundary Surveying and Monumentation
    - Benchmarks and centerline tie information
    - Legal Descriptions and Exhibits
    - Construction Staking
    - Conduct Potholing Services
- Construction Documents Development
- Street Improvements and Highway Design Engineering
- Civil, mechanical, electrical, structural, instrumentation design using AutoCAD 2023 or later
    - Transmission, Collection & Distribution Pipelines (water, sewer, recycled water, storm drain, etc.) facilities including water pipelines (transmission and distribution)
    - Groundwater Wells
    - Pump Stations
    - Pressure Reducing Stations
    - Reservoirs
    - Sewer Lift Stations
- Construction Engineering Support Services
    - Provide RFI review and response services
    - Submittal review and response services

- Project coordination services with City hired Construction Manager
- Final inspection and punch list services
- Convert Contractor's redlines to record drawings

Planning and Land Development Division

- Master planning to include infrastructure master plans
  - Hydraulic Modeling
  - Flow Monitoring
  - Demand factor assessment
- Asset management program support
- Risk and Resilience Assessment
- Site Security Assessment
- Emergency Response Plan
- Facilities Condition Assessment
- Updating City Water and Sewer GIS
- Hydrology and Drainage Engineering
  - Hydraulic modeling and GIS support services conforming with San Bernardino County Hydrology Manual
  - Hydrology Studies and hydrologic calculations
  - Hydrogeologic engineering services related to groundwater well rehabilitation and installation
- Hydraulic Modeling and Model Maintenance
  - The potable and recycled water model is in Innovyze InfoWater, the sewer model is in Innovyze InfoSewer, and both are running in the ArcMap 10.7.1 environment.
  - Updating Model Geometries using City Water and Sewer Atlas GIS shapefiles and Water and Sewer Improvement Construction/Record Drawings.
  - Updating Model Demands, Patterns, and Peaking Factors based on development and meter data.
  - Creating and Running New Scenarios.
  - Model Verification and Calibration to assure that the model can run properly.
  - Preparing Utility Hydraulic Analysis Studies and Reviews.
  - Reviewing OMUC Staff or Developer/Engineer modeling work and providing summary validation reports.
  - Peer Review of Utility Hydraulic Analysis Studies and Reviews, and Utility Feasibility and Technical Studies.
  - Fire Flow Analysis

Water Resources and Water Quality Division

- Water Resources Planning and Management Support Services
  - Urban Water Management Plans - Preparation, Updates, and Amendments
  - Water Supply Assessments and Written Verifications
  - Hydrogeological Studies and Geotechnical Engineering
  - Water Use Surveys
  - Wastewater Flow and Strength Studies
  - Water Conservation and Audits
  - Recycled Water Use Studies and compliance with State Water Board and Regional Water Quality Control Board requirements

- Laboratory Testing
- Water and Wastewater Low/High Flow Monitoring (On-site Private & Public)
- Water and Wastewater Quality Sampling (On-site Private & Public)
- Sewer System Management Plan Update
- Sewer System Management Plan Audit

REQUEST for PROPOSAL

ON-CALL DESIGN SERVICES



for:

CITY OF ONTARIO
Purchasing Department
303 East "B" Street
Ontario, CA 91764-4196

February 2, 2024
11:00 A.M.

Prepared by:

TKE ENGINEERING, INC.
2305 Chicago Avenue
Riverside, California 92507
(9 5 1) 6 8 0 - 0 4 4 0

w w w . T K E e n g i n e e r i n g . c o m

February 2, 2024

City of Ontario
Purchasing Department
303 East "B" Street
Ontario, CA 91764

Subject: Request for Qualification – On-Call Design Services

Review Panel:

Thank you for the opportunity to present our qualifications as a response to the Request for Proposals for On-Call Design Services. Our statement of qualifications enclosed herein, outlines TKE Engineering, Inc's (TKE) qualifications to provide the requested services to the City of Ontario (City). TKE is a full service, multi-disciplinary consulting firm highly qualified to perform On-Call Design and other support services required to successfully implement the City's adopted goals and objectives. TKE has reviewed the wide range of services that City has requested qualifications. TKE has assembled a project team that will meet and exceed all of those needs. We are enthusiastic about the opportunity to assist the City and aware of the City's needs for immediate assistance and will be ready to begin work for the City at a moment's notice. Founded in 2000, TKE is a California Corporation with a local headquarter office located in Riverside at 2305 Chicago Avenue, Riverside CA 92507 which is less than 20 minutes away from the City.

Why should the City choose TKE to provide On-Call Design Services? Please consider the following:

1. **Local Experience –** Throughout the past 24 years, TKE has developed an extensive understanding of engineering requirements. Our experience within San Bernardino County along with our current local experience working with the City of Ontario, OMUC and all neighboring cities, provides the City with a knowledgeable engineering team. Our local service approach ensures that the City's needs will be met and TKE will constantly strive to exceed the City's expectation which makes us the perfect fit for on-call.

2. **Team Qualifications and Experience –** TKE Team is capable of managing and delivering municipal consulting engineering services. We specialize in Capital Improvement Projects, Land Development Services, Design Services, Staff Augmentation, and water resources including project management, pre project planning, permitting, design and construction administration of public works and development projects. A brief list of on-call municipal clients, together with projects that TKE has successfully completed is presented in these qualifications. The City will benefit from our broad range of experience through our intimate understanding of the common pitfalls for each project variation, and development processing challenges, and our past history of successfully overcoming these challenges. TKE, having served as City Engineer for multiple cities, has developed a vast knowledge of different engineering challenges. TKE, in this role, has developed solutions to overcome these challenges.

In addition, TKE's experience includes a comprehensive understanding of the Standard Specifications for Public Works Construction (Green Book), project scheduling programs (including critical path methodology relating to interagency and interdepartmental coordination), and Caltrans Local Assistance project processing. Finally, TKE's extensive funding administration experience will also greatly benefit the City

3. **Validity –** This statement of qualifications is valid for at least hundred and twenty (120) Calendar days.

4. **Addendum Acknowledgement –** TKE Engineering, Inc. is in receipt of Addendum No. 1 on January 17, 2024.

TKE would very much appreciate the opportunity to introduce our team to City staff. Terry Renner is authorized to negotiate and execute an Agreement with the City on behalf of TKE. If you have any questions, please call Mr. Renner at our office at (951) 680-0440, by cell at (909) 240-6285 or email him at trenner@tkeengineering.com.

Sincerely,

Terry Renner, P.E., P.L.S., Q.S.D.

Senior Vice President

TKE Engineering, Inc

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Appendix A | Non-Collusion Declaration

Appendix B | Resumes

Prepared for:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Contact: Purchasing Department
Phone: (909) 395-2025
E-mail: purchasing@ontario.ca.gov

Prepared by:

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Terry Renner, P.E., P.L.S., Q.S.D.
Senior Vice President
Phone: (951) 680-0440
E-mail: trenner@tkeengineering.com

SECTION 3 | IDENTIFICATION OF PROPOSER

A. LEGAL NAME AND ADDRESS

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

B. LEGAL FORM OF COMPANY

California C Corporation

C. PARENT COMPANY

TKE is not a subsidiary company

D. PROPOSED REPRESENTATIVE

Terry Renner, P.E., P.L.S., Q.S.D.,
Senior Vice President
2305 Chicago Avenue
Riverside, CA 92507
(951) 680-0440

E. CITY OF ONTARIO BUSINESS LICENSE NUMBER

BL 00109901

SECTION 4 | STAFFING RESOURCES

TKE will responsible to deliver all projects assigned. TKE will complete the following list of tasks with inhouse resources:

A. FIRM STAFFING AND KEY PERSONNEL

ASSIGNED DESIGN KEY STAFF

TKE will assign up to seven (7) staff members as required to complete all projects assigned to TKE. Key Staff include:

Terry Renner, P.E., P.L.S., Q.S.D. – Construction Manager, All Disciplines

Michael Thornton, P.E., P.L.S., M.S. - Project Manager, All Disciplines

Steven W. Ledbetter, P.E. – Construction Manager, Water Resources

Steve Nix, P.E., P.L.S. – Senior Engineer, All Disciplines

Ron Musser, P.E., P.L.S. – Senior Surveyor, Surveying

Brian Wolfe, P.E. – Project Manager, Capital Improvements

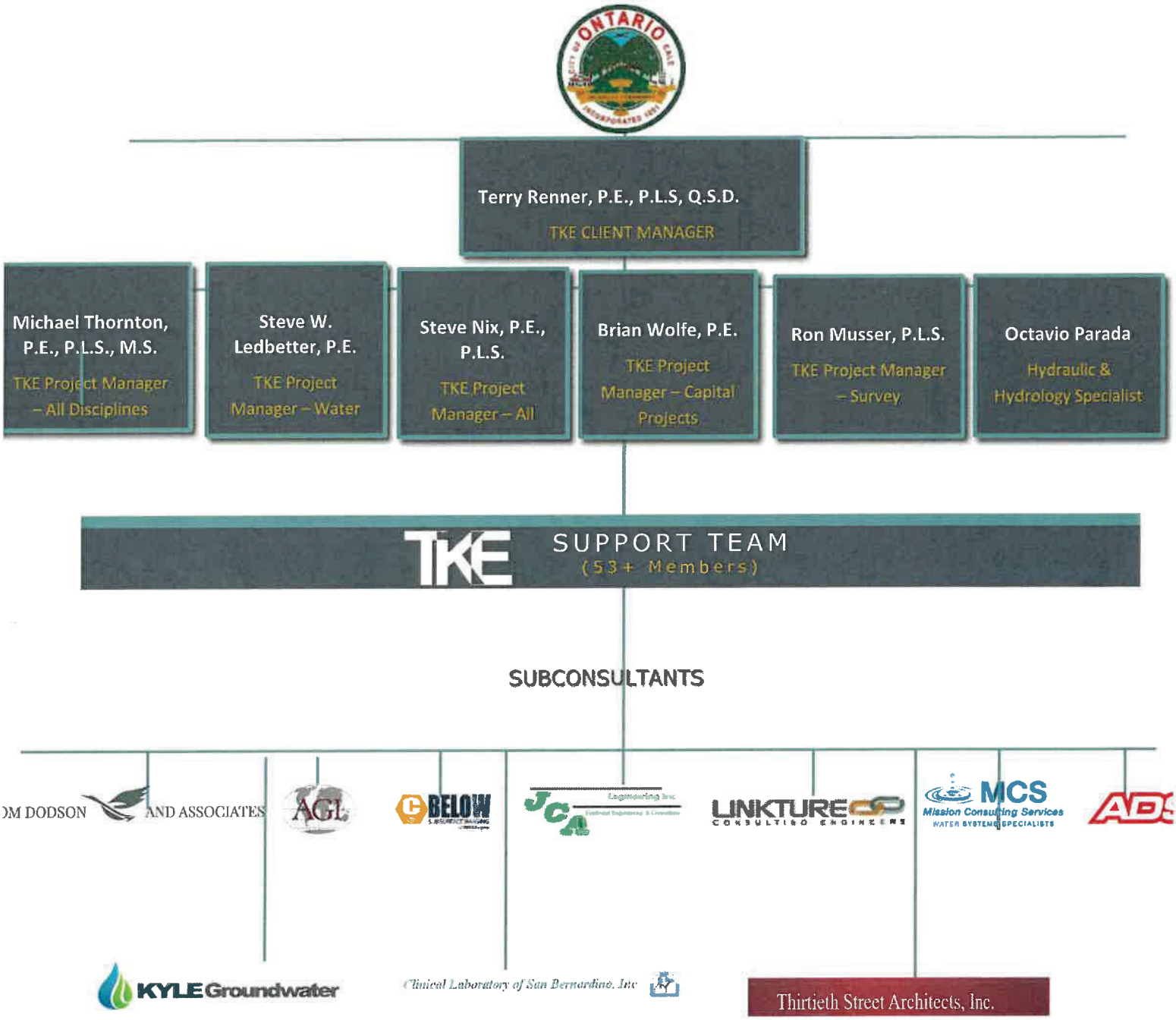
Octavio Parada – Hydraulic/Hydrology Specialist

TKE's professional team is supported by 53 engineers, designers, surveyors, plan checkers, engineering assistants, construction managers, inspectors, and administrative staff which will be assigned on a weekly basis depending on the City needs. TKE's management staff meet each week to assign staff as needed to complete the upcoming needs of each clients to ensure the project remains on schedule. An organizational chart for the entire team is presented on the following page.

B. STAFF PRINCIPALLY RESPONSIBLE

TKE has assigned the following staff to be principally responsible for working with the City: Terry Renner, P.E., L.S., Q.S.D., Client Manager, Steven Ledbetter, P.E., Project Manager for Water Resources, and Michael Thornton, P.E., P.L.S., M.S. as Project Manager, all disciplines.

C. TEAM ORGANIZATION



D. BIOGRAPHIES

DESIGN/ PROJECT MANAGEMENT KEY PERSONNEL:



Terry Renner, P.E., P.L.S., Q.S.D.
Construction Manager

R.C.E. No. 69984

P.L.S. No. 9762

Q.S.D. Certification No. 24329

Mr. Renner has 24 years of engineering and surveying experience and also has experience as a Plan Checker and Project Manager. Mr. Renner is a Registered Civil Engineer in the State of California. He has extensive experience in the design and construction of public works improvement projects, including project management, design engineering, construction management and surveying services. In addition, as detailed on Mr. Renner's resume, he has experience with drainage studies preparation, design and construction engineering for street, sewer and drainage system improvement projects. Mr. Renner is well trained in the use of computerized drawing software. He will assist with various tasks throughout the course of providing engineering services.

Mr. Renner's role on the team will include management of TKE staff, compliance with standards and regulations and perform quality assurance and quality control on all documents.



Michael Thornton, P.E., L.S.
Project Manager

P.E. No. 44226

P.L.S. No. 6867

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 35 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Over the past 20 years, he has served a number of communities as it's Engineer and has encountered a diverse array of engineering challenges. He has delivered solutions to overcome these challenges. Mr. Thornton is responsible for managing projects assigned to TKE for all disciplines requested in the SOQ, including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.



Steve Ledbetter, P.E.
Construction Manager

P.E. No. 84044

Mr. Ledbetter has over 23 years of professional experience in the civil engineering industry. He has provided design and management services on various critical and challenging projects from planning through design and implementation. He has a well-rounded background with experience in preparation of plans, specifications and estimates and analysis of street and utility improvements, pavement rehabilitation, street widening and median improvements, bicycle and pedestrian enhancements, roundabout improvements, ADA pathway improvements, and signing and striping improvements. Mr. Ledbetter also has extensive experience with computer modeling, analysis, and report preparation, storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing for various State and Federal agencies. Steve will serve the City as a Project Manager for Water Resources related projects.



Steve Nix, P.E., P.L.S.
Senior Land Development Engineer

P.E. No. 56810

L.S. No. 8146

Mr. Nix, has over 40 years of experience in engineering planning, design, and construction management for public works projects. Mr. Nix has served several cities as it's engineer and other capacities in both the public and private sectors. His experience includes design and construction management of all types of civil engineering projects ranging from single and multi-family residential, commercial and industrial development projects, public works projects including street, sewer, water, storm drain improvements, water wells construction including wellhead treatment, sewage and water pump stations, water reservoirs as well as sewage treatment and transmission. Steve will serve the City as a Project Manager for all disciplines presented in the SOQ.



Ron Musser, P.L.S.

Senior Surveyor

P.L.S. No. 4230

Mr. Musser has over 51 years of experience in performing field and office surveying services for public and private projects including design surveys and right-of-way acquisition projects. Prior to joining TKE Engineering, Inc., Mr. Musser worked at the County of Riverside as a County Surveyor for nearly 22 years providing mapping, easement document preparation, field surveying and calculations support for hundreds of projects. He has prepared records of survey, parcel maps, tract maps, right-of-way and easement documents in San Bernardino County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.



Brian Wolfe, P.E.

Project Manager

P.E No. 69109

Mr. Wolfe has over 20 years of experience for various public works clients and specializes in the reviewing and approving, and signing of engineering plans. He is familiar with municipal codes associated with technical decision-making. For example, many of his projects have involved ADA accessible pathways and grant funding management such as Safe Routes to Schools and Community Development Block Grant (CDBG) improvements. Brian served as City Engineer in Adelanto for the four years, managing more than $20 million in public improvements. Mr. Wolfe is closely familiar with providing staff augmentation services as well as developing the processes and procedures associated with ensuring successful project delivery. He is accustomed to coordinating with outside City agencies including fire, sewer, and water as well as Caltrans and SBCTA, and looks forward to the opportunity to assist the City of Ontario. Brian will serve the City as Project Manager for Capital Projects.



Octavio Parada

Hydraulic/Hydrology Specialist

Mr. Parada has over 24 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations. Mr. Parada will serve the City as Hydraulic/Hydrology Specialist.

E. SUBCONSULTANTS

TOM DODSON AND ASSOCIATES

Tom Dodson & Associates (TDA), incorporated in 1983, is a small environmental consulting and regulatory compliance firm located in San Bernardino.

- Environmental services for CEQA/ NEPA

KYLE Groundwater

KYLE Groundwater, Inc. (KGI) is a California Corporation located in Upland. Mr. Russell Kyle and Ms. Kimberly Makar, in response to demand for experienced and innovative hydrogeological solutions from our Southern California clients.

- Hydrogeological Studies and Geotechnical Engineering

AGI

Aragón Geotechnical Inc. (AGI) is a highly qualified geotechnical and construction materials testing firm with significant experience in providing services similar to those being requested. AGI is committed to providing geotechnical, materials testing, and construction field inspection services with a superior degree of professional excellence and proficiency.

- Geotechnical Investigations
- Hydrogeological Studies and Geotechnical Engineering

C BELOW SUBSURFACE IMAGING An RMA Company

C Below Subsurface Imaging (C-Below) are highly experienced technicians that utilize the most advanced equipment in the industry.

- Conduct Potholing Services

Clinical Laboratory of San Bernardino, Inc. Clinical Laboratory of San Bernardino, Inc., a California State Certified Small Business has been providing analytical services to Southern, Central and Coastal regions of California including the high and low desert regions of California for over 40 years.

- Laboratory Testing

JCA has been dedicated to providing efficiently innovative architectural lighting design services and state of the art electrical engineering.

- Civil, Mechanical, Electrical, Structural, instrumentation Design Using AutoCAD 2023 or Later
- Site Security Assessment

Linkture Consulting Engineers was formed in 1992 and offers a full range of electrical and control system engineering services to Engineers, Private Industries, Contractors, Federal and State Government and Municipalities.

- Civil, Mechanical, Electrical, Structural, instrumentation Design Using AutoCAD 2023 or Later

Thirtieth Street Architects, Inc. Thirtieth Street Architects, Inc as the subconsultant for all architectural matters for this on-call. (TSA) was founded in 1976 and has based its practice on a range of projects, including new construction, historic rehabilitation and downtown revitalization projects.

- Architectural Services

MCS is a specialty engineering firm with expertise in engineering and planning services and hydraulic modeling. We are dedicated to the development and evolution of our client's hydraulic modeling capabilities, and to the adequate planning and foresight for their water, sewer, and recycled water systems.

- Master Planning to include infrastructure master plans
- Hydraulic Modeling
- The potable and recycled water model is in Innovyze InfoWater
- Updating Model Geometries using City Water and Sewer Atlas GIS shapefiles
- Updating Model Demands, Patterns, and Peaking Factors based on development and meter data
- Creating and Running Scenarios
- Preparing Utility Hydraulic Analysis Studies and reviews

ADS provides products and services that have helped thousands of municipalities diagnose and correct wastewater infrastructure problems. For over 44 years, we've helped our clients increase efficiency and mitigate environmental compliance action.

- Flow Monitoring
- Wastewater Flow and Strength Studies
- Water and wastewater Low/High Flow Monitoring
- Water and Wastewater Quality Sampling

SECTION 5 | FISCAL STABILITY

A. FINANCIAL CONDITION

TKE's organizational structure has steadily grown since our inception 24 years ago, which provides us with a solid foundation and ensures successful completion of any City assignment.

In addition, over TKE's 24 years of business, not a single TKE project has gone through litigation. There are no financial conditions that may impede TKE's ability to provide services or complete the services as outlined in the RFP. No conditions or organizational conflicts of interest exists that will affect the ability of TKE to perform the assigned duties. A letter from TKE's CPA is included to document our financial stability. TKE has an annual gross income of more than 10 million dollars.

B. RECENT LETTER FROM FINANCIAL INSTITUTION

Schlotzhauer & West
Certified Public Accountants

259 S. Randolph St., Suite 220
Brea, CA 92821
T: 714-695-9173
F: 714-695-9178
www.s-wcpa.com

February 1, 2024

City Of Ontario
303 East "B" Street
Ontario, California 91764

Regarding: TKE Engineering, Inc.

We have been the accountants for TKE Engineering, Inc. since the inception of the Company on July 13, 2000.

Please feel free to contact me with any further questions.

Sincerely,

Richard H. West, CPA

SECTION 6 | EXPERIENCE AND TECHNICAL COMPETENCE

A. TECHNICAL EXPERIENCE

TKE Engineering, Inc. (TKE), a California Corporation, was established in June 2000, and in the last 24 years has developed into one of Southern California's premier full-service consulting municipal engineering firms. TKE provides services to municipal clients only and therefore will never have any conflicts of interest related to private development projects. TKE was established with the goal of providing turnkey services for municipal agencies in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and, overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant for all City services.

TKE has 24 years of experience working in San Bernardino County specifically in the cities of Ontario, Hesperia, San Bernardino, Fontana, Rialto, Highland, Adelanto, Colton, Chino, Chino Hills, Yucaipa, Twentynine Palms, and other district/agencies in San Bernardino County such as Ontario Municipal Utilities Company, San Bernardino Valley Municipal Water, Inland Empire Utilities Agency, Mojave Water Agency, Twentynine Palms Water District.

TKE is currently providing design civil engineering services to OMUCD for their Recycled Water Pipeline for Riverside Drive, from Archibald Avenue to Mill Creek Avenue project. TKE Team desires to continue building upon our relationship with the City by demonstrating our capabilities and capacities to deliver your anticipated projects within budget and on schedule. Our history of providing services has prepared us to implement an enhanced approach to maintaining continuity and communication with heightened standards for this contract.

TKE provides turnkey municipal engineering. The municipal services provided by our firm include City Engineering Design, Plan and Map Checking, Traffic Engineering, Surveying, Project Management, Construction Management, and Construction Inspection services, as well as Quality Assurance/Quality Control. Our broad range of services provides our team with an intimate knowledge and experience of the common pitfalls for each project variation and our team will ensure CIP and developer projects do not fall into the same situations.

TKE's headquarters is located at 2305 Chicago Avenue in Riverside located approximately 20 minutes from the City of Ontario. TKE currently maintains a staff of 53 city engineers, , project managers, engineers, traffic engineers, surveyors, drafters, construction managers, inspectors, and clerical personnel. TKE's Senior Vice President, Terry Renner is our proposed Client Manager.

TKE routinely assists cities with planning, design and implementation of their capital improvement and development services programs. The City's CIP projects include street rehabilitation program for arterial highways, collectors, and residential streets; intersection and traffic signal improvements; miscellaneous sidewalk and concrete replacements for Americans with Disabilities Act (ADA) improvements; drainage projects installation of BMPs and NPDES improvements; construction of park improvements; water resources project delivery installation of landscaping and irrigation improvements; bridge maintenance and repairs, and rehabilitation of City-owned facilities.

COMMON GOALS:
The TKE Team will work collaboratively and strategically to support the City's mission toward ensuring project delivery.

TKE has provided numerous municipalities and agencies throughout Southern California with consulting engineering, development services review, design, surveying, plan checking, inspection, construction management and grant management services for every facet of Public Works projects. TKE proudly serves municipal agencies the following services on a routine basis:

CIVIL ENGINEERING

TKE's Consulting Civil Engineering services include, but are not limited to:

- Staff Engineering Assistance including Technical Assistance
- Regulatory (local, state, and federal) Compliance Verification
- City Interests Protection
- Maintain Accurate Engineering Records and Maps for Staff and Public Access
- Prepare Engineering Reports, Studies, and Evaluations as needed
- Perform Other Engineering Functions as Required
- Manage Project Financing
- Verify Compliance with City Engineering Ordinances, Specifications, and Requirements
- Provide Engineering Investigation Services
- Assist with Capital Improvement Program Development

- Coordinate Public Meetings related to Engineering Matters
- Verify National Pollution Discharge Elimination System (NPDES) and PM-10 Compliance
- Pavement Rehabilitation Design
- Local Streets and Road Design
- Street Widening
- Storm Drainage Infrastructure Planning and Design
- Retention / Detention Basins
- Parking Lots
- Storm Drain and Channels
- Floodplain Analysis and Mapping
- Traffic Signal Design
- Traffic Studies and Warrant Analysis
- Traffic Impact Studies
- Parks
- Public Facilities
- Grading Studies, Design and Earthwork Analysis
- Capital Improvement Programs (CIPs)
- Neighborhood Improvement Preservation
- Hydrologic Studies / Hydraulic Design
- Storm Water Pollution Prevention Plans (SWPPP)
- Sediment and Erosion Control Facilities
- Hydromodification Studies / Water Quality Management Plans (WQMPs)

SURVEYING AND RIGHT-OF-WAY ENGINEERING

Our Surveying and Mapping experts provide:

- ATLA Surveys
- Easements, Right of Way Preparation, and Mapping
- Topographic Survey
- Field Design Survey
- Boundary Surveying and Monumentation
- Benchmarks and Centerline Tie Information
- Legal Descriptions and Exhibits
- Construction Staking
- Potholing Services
- Design Survey
- Transportation Improvements
- Land and Real Estate Evaluations
- Grade Separations
- Street Widening
- Construction Layout/Staking
- Right-of-Way Engineering
- Construction Surveys
- Aerial Mapping
- Control Surveys

GRANT WRITING / FUNDS MANAGEMENT

TKE's Grant Writing/Funds Management team enables our municipal and agency partners of any size to find potential funding sources and to prepare competitive funding applications. Additionally, after funds are awarded to a partner, TKE ensures compliance with state and federal funding requirements. In the past few years, TKE has obtained millions of dollars in funding for our public works projects and transportation improvements.

Our grant writing services are enhanced by integration with engineering services to facilitate and integrate project design. This expedites project start up and completion and ensures compliance with funding requirements. TKE has assisted clients secure funding from the following programs:

- SRTS and SR2S (Safe Routes to Schools)
- Federal Transportation Funding thru Caltrans Local Assistance
- State Proposition 1E and 84 Flood Management Funding
- Community Development Block Grant (CDBG) Funding
- Active Transportation Program (ATP) Funding
- Highway Safety Improvements Program (HSIP) Funding
- State Water Resources Control Board – State Revolving Fund Program
- Department of Water Resources – Proposition 40 Grant Program
- Department of Water Resources – Infrastructure Rehabilitation Grant

TKE continues to track bond activity for the 2024 ballot as it relates to flood protection. It's anticipated that one or more bond measures will make the final November 2024 ballot. These measures include: Assembly Bill 1567 California Drinking Water, Natural Disaster Prevention, Energy, and Workforce Development Bond Measure which is slated to include over $6 billion for flood control projects; Senate Bill 638 Climate Resiliency and Flood Protection Bond Act of 2024, which would extend Proposition 68 grant programs, includes over $6 billion for flood protection and climate resiliency projects; and Assembly Bill 305 California Flood Protection Bond Act of 2024, also an extension of Proposition 68 grant programs, includes $4.5 billion for flood protection projects.

Finally, TKE is currently working with many funding agencies including DWR, SWRCB, FEMA, US EPA, and other State and federal agencies. These relationships will be invaluable to

match grant funding opportunities with the project. Again, the successful results of our past performance in securing and administering grant funding for public works projects, along with our firm's proven ability to utilize our experience for a complete and well-engineered project, will provide a valuable resource to the District.

PROJECT/PROGRAM MANAGEMENT

TKE has managed publicly funded design projects throughout our history. The breadth of experience and technical skill of our staff enable us to manage a wide variety of projects, ranging from major infrastructure to the restoration and rehabilitation of significant historical structures. We ensure that all work is completed in accordance with funding contract specifications, terms, conditions, state and federal laws and regulations, and client policy.

GOAL ACCOMPLISHMENT

The TKE Team is eager and prepared for an opportunity to support the City of Ontario in accomplishing its goals developed for their CIP and to establish the framework for making informed decisions regarding the community's future success. Our team specializes in developing processes and procedures based on professional expertise and lessons learned, which we implement on all of our projects to ensure successful delivery on schedule and within budget.

For all projects, the most important aspect of management will be to ensure that the City's interest is protected to the maximum extent possible. TKE will ensure that public funds and are used for the benefit of the community.

The following pages contain relevant project examples showing where TKE has provided On-Call and project specific services incorporating a combination of services available from the full spectrum scope of services we offer.

LOCAL EXPERIENCE

TKE has worked on several projects within the City, including the Ontario Christian High School Gym Expansion and Parcel Merger, Francis Street Drainage System and Jurupa Street Recycled Water Project. Furthermore, TKE has worked with the Cities of Fontana and Upland on projects bordering the City of Ontario. Our past experience in and around the City has allowed TKE to develop an understanding of the City's standards and requirements which will be utilized on any proposed project under this contract.

RESOURCES

TKE's project team is committed to providing services as presented herein. In addition, TKE maintains state of the art engineering resources that ensure complete compatibility with our client's resources including computer software compatibility, filing protocol, communications protocol, and survey data. Our office location in Riverside is less than 20 minutes from the City and will permit TKE staff to respond to requested for meetings within at a moment's notice.

TKE will respond to the City's needs as they arise. The City will be an important client since, as a smaller firm, all of our clients are given the utmost attention. TKE commitment will ensure that all of the City's needs are met. We strongly encourage the City to verify our performance history with our references. Because of TKE proactive management approach, TKE rarely experiences 'crisis' project delivery needs. When requested by our clients, TKE adds resources, commits extended work hours, develops an efficient implementation plan and other efforts as needed.

B. STAFF PAST EXPERIENCE

TKE has assembled an elite team of professionals to partner with the City to provide consulting design engineering services. TKE's management team came together out of the collective belief of long-time practitioners that there needed to be, in the civil engineering and land surveying consultant's marketplace, a company that brought modern management techniques and new ways of thinking to the business of consulting services for engineering projects. Our management team is 100% accountable and responsible for TKE's work product and actively seeks feedback and suggestions on our services.

TKE's project staff hold all necessary and required licenses and credentials to provide the proposed services. The primary staff assigned to this project have been working together for more than 15 years.

C. TKE'S HISTORY

TKE was established in June 2000 and has conducted business for the past 24 years under our current name. For all 24 years, TKE has been performing design services to municipal agencies for transportation, drainage, water resources, facilities improvements projects.

D. REFERENCES

Please see the Table below for a small, but representative list of agencies who have and continue to request TKE to assist them in delivering valuable projects to their communities. We respectfully request that you verify our qualifications with the listed references.

AGENCY	CONTACT NAME	PHONE NUMBER/ EMAIL	DATES SERVICES PROVIDED (FROM/THROUGH)
City Of Ontario Engineering 303 East "B" Street Ontario, CA 91764	Mr. Jaime Maciel-Carrera *Senior Associate Engineer*	Phone: (909) 395-2025 Jmcarrera@ontarioca.gov	2021-Present
City of Fontana 8353 Sierra Avenue Fontana, CA 92335	Mr. Phil Burum *Deputy City Manager*	Phone: (909) 350-6727 Pburum@FontanaCa.gov	2000-Present
City Of Calimesa 908 Park Avenue Calimesa, CA 92320	Ms. Will Kolbow *City Manager*	Phone: (909) 795-9801 Wkolbow@Cityofcalimesa.Net	2012-Present
City Of Highland 27215 Baseline Highland, CA 92346	Mr. Carlos Zamano *Public Works Director*	Phone: (909) 864-6861 Czamano@Cityofhighland.Org	2014 – Present
City Of Rialto 335 W. Rialto Avenue Rialto, CA 92376	Mr. Tim Sullivan *Director of Maintenance and Facilities*	Phone: (909) 421-7229 TSullivan@Rialtoca.Gov	2003-Present
City Of Upland 1370 N. Benson Avenue Upland, CA 91786	Mr. Bob Critchfield *Engineering Manager*	Phone: (909) 291-2946 Bcritchfield@Ci.Upland.Ca.Us	2000-Present

E. LOCAL EXPERIENCE & KNOWLEDGE OF THE CITY

TKE Engineering partnered with Richard Brady & Associates to provide engineer services on the ***City of Ontario's UT 1074 Reservoir 925-1A and Transmission Main Improvement*** project.

We also provided Engineering Construction Support Services for **OMUC Design Services for Recycled Water Pipeline for Riverside Drive, From Archibald Avenue to Mill Creek Avenue.**

F. PROJECT SPECIFIC EXPERIENCE

OMUC UT 1074-RESERVOIR 925-1A AND TRANSMISSION MAIN

City of Ontario, CA

Client Contact: Omar Gonzalez
Phone Number: (909) 395-2600
Email: oe.gonzalez@ontarioca.gov
Dollar Value of Service: $850K
Dollar Value of Project: $20M
Completion Date: On-Going

RELEVANCE TO ONTARIO

- Local Project Experience
- Potable Water Design Project
- Coordination with Caltrans
- Extensive Utility Coordination
- Restraint Calculations
- Permitting

DESCRIPTION

TKE partnered with Brady to provide design and construction services for one of the two 925 PZ reservoirs, Res925-1A, the approximate 17,200 linear feet 42-inch transmission for the reservoir site to the connected point at the intersection of Chino Avenue and Grove Avenue, a booster pump to pump supply from the 925' PZ to the 1074' PZ, facilities for emergency back-up power as well as to develop the reservoir site to be able to accommodate the future Res925-1B and a future regional water treatment facility.

SERVICES

Services include preliminary design report, agency coordination, surveying, design, utility coordination, Caltrans, permitting, and agency coordination.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, L.S., Steven Ledbetter, P.E., Octavio Parada

CALIMESA CREEK BASIN AND STORM DRAIN

City of Calimesa, CA



Client Contact: Will Kolbow | City Manager
Phone Number: (909) 795-9801
Email: wkolbow@cityofcalimesa.com
Dollar Value of Service: $830K
Dollar Value of Project: $9.1M
Completion Date: On-Going

RELEVANCE TO ONTARIO

- *Major Drainage Infrastructure*
- *Regional Flood Control Basin*
- *Connection to County Flood Control Facility*
- *Extensive Utility Coordination and Permitting*
- *Hydraulics/Hydrology Modeling*

DESCRIPTION

The Calimesa Creek Storm Drain Improvements Project is located in the Cities of Calimesa and Yucaipa south of County Line Road between the Interstate 10 Freeway and 5th Street. The project includes the design of 2,000 linear feet of 96" storm drain pipe and open channel improvements and includes design of a 53 Acre-Foot detention basin for flood control and hydro-modification purposes, providing 100-Year flood conveyance storm drain protection and low flow diversion to the existing Calimesa Creek. Design will also include walking trails and maintenance roads alongside of the improved channel alignment.

SERVICES

Services include pre-project planning, development, preliminary engineering, hydrology and hydraulics, design, project grant writing, environmental compliance, state and federal funding coordination, utility relocation coordination, right-of-way acquisition and permitting.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, L.S., Steven Ledbetter, P.E., Octavio Parada

CY SYNC – PHASE I & II

Coachella Valley Association of Governments (CVAG), Coachella Valley, CA



Client Contact: Eric Cowle | Program Manager
Phone Number: (760)346-1127
Email: ecowle@cvag.org
Dollar Value of Service: $11M
Dollar Value of Project: $130M
Completion Date: On-Going

RELEVANCE TO ONTARIO

- *Public Works Construction Management Inspection Project*
- *Traffic Signal, Synchronization and Special Inspections*
- *Electrical Inspections*
- *State and Federal Grant Management*

DESCRIPTION

This project located in the Coachella Valley consists of upgrading the local agencies existing legacy (outdated) traffic signal controllers, traffic management systems, and communication systems with the latest off-the-shelf technologies in order to provide inter-agency traffic signal synchronization along three regional roadways including Highway 111, Ramon Road and Washington Street. The project improvements include advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as Integrated Corridor Management (ICM), Smart Cities, and Connected and Autonomous Vehicles. This project includes a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance.

SERVICES

Services included bid administration and pre-construction assistance, grant funding administration, construction management, inspection, and project closeout services

KEY STAFF

Terry Renner, P.E., L.S., Q.S.D, Justin Schlaefli, P.E., T.E., P.T.O.E., Marvin Lara, E.I.T., Stephen Biscotti, Michael Counce

A-04 DRAINAGE CORRIDOR PROJECT

City of Hesperia, CA



Client Contact: Nils Bentsen
Phone Number: (760) 947-1025
Email: nbentsen@cityofhesperia.us
Dollar Value of Service: $300K
Dollar Value of Project: $50M
Completion Date: 2020

RELEVANCE TO ONTARIO

- *Major Drainage Infrastructure*
- *Hydraulics/Hydrology Planning*
- *Basin Routing*
- *Permitting*

DESCRIPTION

TKE provided investigation and acquired grant funding, planning, design, topographic survey, hydrology, and hydraulic analysis, bidding services, construction administration, State and Federal funding coordination services for the City of Hesperia. The A-04 Drainage Corridor project is located in the southwesterly portions of the City of Hesperia. The A-04 drainage corridor is the City's largest drainage tributary containing more than 4,380 acres and conveys flows in excess 5,000cfs. The project includes construction of three proposed flood control basins totaling over 1,000 feet of storage and more than 17,000 linear feet of various size storm drain pipe and box culverts, together with inlet and outlet facilities. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor downstream of the proposed project; in particular, on Main Street, one of the highest volume streets in the city. The project will enhance quality, reduce the region's dependence on imported water supplies, and simulate economic development.

SERVICES

Services include investigate and acquire grant funding, planning, design, topographic survey, hydrology and hydraulic analysis, permitting from San Bern, US Army Corps of Engineers' 404 permit, bidding services, construction administration, State and Federal funding coordination.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, L.S., Steven Ledbetter, P.E., Octavio Parada

COUNTY LINE ROAD TRANSPORTATION CORRIDOR (LPP)

City of Calimesa, CA



Client Contact: Will Kolbow | City Manager
Phone Number: (909) 795-9801
Email: wkolbow@cityofcalimesa.com
Dollar Value of Service: $1.2M
Dollar Value of Project: $8.5M
Completion Date: On-Going

RELEVANCE TO ONTARIO

- *LPP State Grant Management*
- *Roundabouts Design*
- *Right-of-Way Acquisition*
- *Extensive Utility Relocations*
- *Major Arterial Reconstruction*
- *Various Pavement Strategies*
- *Extensive Utility Coordination and Permitting*
- *Community Outreach Efforts*

DESCRIPTION

TKE prepared and obtained a grant for the City of Calimesa through the Road Repair and Accountability Act of 2017 (SB1) Local Partnership Program (LPP). TKE is preparing street widening and roundabout improvements for the construction of the County Line Road Transportation Corridor. The Project includes four (4) single-lane and one (1) multi-lane roundabouts, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.

SERVICES

Services include grant coordination and management, design, topographic survey, right-of-way engineering, environmental assistance, roadway safety analysis, preparation of exhibits, cost estimates, coordination with California Transportation Commission, construction management, inspection, and construction staking.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Steven Ledbetter, P.E., Octavio Parada, Ron Musser, L.S., Monae Pugh, Justin Schlaefli, P.E., T.E., P.T.O.E. Jeff Lantosh, CPII, Brian McDuffie

SIERRA AVENUE WIDENING PROJECT

City of Fontana, CA



Client Contact: Phillip Burum | Deputy City Manager
Phone Number: (909) 350-6727
Email: pburum@fontana.org
Dollar Value of Service: $650K
Dollar Value of Project:$11.3M
Completion Date: Current

RELEVANCE TO ONTARIO

- *Project/Construction Management*
- *Major Arterial Roadway Widening*
- *Traffic Signal Modification/Design*
- *Right-of-Way Acquisition*
- *Various Pavement Strategies*
- *Extensive Utility Coordination and Relocations*
- *Community Outreach Efforts*

DESCRIPTION

The Sierra Avenue widening improvements project is located in the City of Fontana north of Interstate 10 Freeway between Foothill Boulevard and Baseline Road. The project is approximately 1 mile of widening for the City's primary north-south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. The project also includes right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. TKE represents the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.

SERVICES

Services include design, topographic survey, right-of-way engineering and acquisition, roadway safety analysis, preparation of exhibits, cost estimates, utility coordination, construction management, and construction staking.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, L.S., Travis Bradshaw, E.I.T., Monae Pugh

I-10 CHERRY VALLEY INTERCHANGE IMPROVEMENT PROJECT

City of Calimesa, CA



Client Contact: Will Kolbow | City Manager
Phone Number: (909) 795-9801
Email: wkolbow@cityofcalimesa.com
Dollar Value of Service: $300K
Dollar Value of Fee: $60M
Completion Date: On-Going

RELEVANCE TO ONTARIO
- *Project Management*
- *Caltrans Experience*
- *Project Planning*
- *Right-of-Way Engineering*

DESCRIPTION

TKE provides project management services for the City for the Cherry Valley Interchange including review and oversight of the Project Study Report (PSR or Project Initiation Document – PID) prepared by the County of Riverside and the consulting engineering firm, coordination with all stake holders including adjacent private developments, preparation/review of cooperation and funding agreements between stake holders. The PSR provides new interchange alternatives and preliminary geometric layouts that includes the City's preferred interchange alternative and other viable interchange alternatives along with initial traffic data, storm water data, and environmental data. Construction of a new interchange is vital to the City to increase capacity and functionality for the Cherry Valley Boulevard on/off-ramps to support the current/future traffic demand. The project is moving into the Project Approval and Environmental Document phase and is expected to begin construction in 2022.

SERVICES

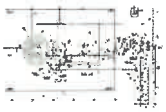
Services included council report preparation, design review, project planning, review traffic impact studies, preparation of grant funding applications, report preparation, project scoping, right-of-way, and project management.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Steven Ledbetter, P.E., Monae Pugh, Justin Schlaefli, P.E., T.E., P.T.O.E.

I-15 SEWER LIFT STATION AND WATER BOOSTER STATION

City of Hesperia, CA



Client Contact: Nils Bentsen
Phone Number: (760) 947-1901
Email: NBentsen@cityofhesperia.us
Dollar Value of Service: $350K
Dollar Value of Project:$3.0M
Completion Date: On-Going

RELEVANCE TO ONTARIO
- *Water and Sewer Booster/Lift Station*
- *Construction Sequencing with Associated Project Phases*
- *Coordination with City, Caltrans, and County*
- *Coordination with Developer, Businesses and Residents*

DESCRIPTION

TKE developed a sewer and water feasibility study to serve the area; followed by preparing the design and contract documents for sewer conveyance, and water distribution and transmission systems; and is now preparing the design and contract documents for the lift station and booster station. This project consists of the design and construction of a sewer lift station and water booster station to provide service to developments along the I-15 freeway corridor. The lift station includes two 25 HP VFD submersible impeller pumps, wet well, piping, valves, manholes, electrical, motor control center and electrical building, and associated site improvements. The separate booster station, located at an existing reservoir site, includes three 250 HP VFD pumps, two 50 HP VFD pumps, one 20 HP pump, hydro-pneumatic system, piping, valves, electrical, prefabricated building, emergency generator (600 kW), and associated site improvements.

SERVICES

Services include preliminary engineering, opinion of probable cost, feasibility study, with system alternatives, sewer and water hydraulic modeling analysis, design, topographic surveying, and preparation of construction contract documents.

KEY STAFF

Michael P. Thornton, P.E., L.S., Terry Renner, P.E., L.S., Q.S.D., Steven Ledbetter, P.E., Ron Musser, L.S., Brett Enscoe

REGIONAL WATER RECLAMATION PROGRAM MANAGEMENT

Mission Springs Water District, City of Desert Hot Springs, CA

RELEVANCE TO ONTARIO

- *Management of the Program from Inception to Date*
- *Program Sequencing*
- *Value Engineering*
- *Managing CEQA Compliance*
- *Managing Permitting*
- *Coordination with City, County, RWQCB, and State Water Board*
- *SRF and Grant Acquisition and Administration*



Client Contact: Brian Macy | General Manager
Phone Number: (760) 329-5169
Email: bmacy@Mswd.Org
Dollar Value of Service: $2.6M
Dollar Value of Project:$60M
Completion Date: On-Going

DESCRIPTION

Mission Springs Water District (MSWD) retained TKE to prepare a preliminary engineering analysis that evaluated expanding an existing WWTP or building a new regional WWTP. Ultimately, MSWD selected to proceed with a new regional WWTP, the Regional Water Reclamation Facility (RWRF). Thereafter, TKE was retained to be the program manager for the for the development of the RWRF and associated projects. As program manager, TKE is responsible for coordinating the design, hydrogeological analysis, environmental compliance processing, and construction of the RWRF, a new Regional Conveyance Trunk Sewer to deliver wastewater to the RWRF, and the M-2 Collection System to connect 695 parcels to the sewer system for treatment by the RWRF. In addition, TKE is in charge of grant funding and permit acquisition. In 2022, TKE secured $68 million in grant funding for the project. The project includes coordination with the State Water Resource Control Board, Regional Water Quality Control Board, Air Quality Management District, other agencies, and other consultants.

SERVICES

Services include preliminary engineering, benefit-cost analysis, project planning and scoping, Board report preparation and presentations, prepare grant funding applications and management, preparation of wastewater flow projection report, technical report and design review, prepare RFPs, environmental compliance services, prepare right-of-way acquisition documents, provided program/project management, regulatory and stakeholder meetings and presentations, perform construction management and inspection..

KEY STAFF

Steven Ledbetter, P.E., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, L.S., Shelby Kelley, P.E., Jeff Lantosh, C.P.I.I.

REGIONAL CONVEYANCE FORCE MAIN AND TRUNK SEWER

Mission Springs Water District, City of Desert Hot Springs, CA

RELEVANCE TO ONTARIO

- *Construction Management and Inspection Experience*
- *Sewer Design*
- *Project Sequencing*
- *Managing CEQA Compliance*
- *RCTD Permitting*
- *Coordination with City, County, RWQCB, and State Water Board*



Client Contact: Brian Macy | General Manager
Phone Number: (760) 329-5169
Email: bmacy@Mswd.Org
Dollar Value of Service: $400K
Dollar Value of Project: $6.5M
Completion Date: On-Going

DESCRIPTION

Mission Springs Water District (MSWD) retained TKE to conduct a preliminary engineering an
sewer/force main alignments, wastewater flow rates, lift station capacity analysis, and other
preferred alignment of the Regional Conveyance Force Main and Trunk Sewer and potential flow diversions to the Regional Water Reclamation Facility (RWRF). TKE is also responsible for final design and contract documents for approximately 3 miles of the preferred Regional Conveyance Force Main and Trunk Sewer alignment from the intersection of Dillon Road and Avenida Manzana to the RWRF. The project includes environmental compliance and geotechnical investigation, along with coordination with developers, other agencies, Regional Water Quality Control Board, and other consultants.

SERVICES

Services include preliminary engineering, opinion of probable cost, planning system alternatives, sewer hydraulic modeling analysis, design, topographic surveying, and preparation of plans, specifications, and estimates, construction management, inspection and construction staking.

KEY STAFF

Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Shelby Kelley, P.E., Octavio Parada, Ron Musser, L.S., Brad Enscoe, Jeff Lantosh, C.P.I.I..

SAN BERNARDINO MUNICPAL WATER DEPARTMENT RESERVOIR SEISMIC UPGRADES

San Bernardino Municipal Water Department, City of San Bernardino, CA

Client Contact: Ted Benson | Water Utility Director
Phone Number: (909) 684-7580
Email: Ted.Brunson@Sbmwd.org
Dollar Value of Service: $1.1M
Dollar Value of Project: $11.2M
Completion Date: On-Going

RELEVANCE TO ONTARIO

- *Construction Management and Inspection Experience*
- *Project Sequencing*
- *Utility Coordination*
- *Federal and Local Grant Funding*

DESCRIPTION

TKE provides Construction Management and Inspection services for the Terrace No. 3 Reservoir, Sycamore No. 1 Reservoir, Del Rosa No. 3 Reservoir, and Devore Reservoir. The project consists of seismic upgrades, yard piping, demolition, structural work, welding work, foundation work, and coating of existing steel reservoirs. TKE is providing complete construction management services, including preconstruction services, construction management, coordination, scheduling, administration, inspection, materials testing, environmental impacts analysis, submittal review and approval coordination, and preparation of project records and close-out documents for the project, including preparation of an operations manual and coordination of required training.

SERVICES

Services include construction management, inspection, environmental compliance, geotechnical and material testing, multiple agency coordination, and special inspections.

KEY STAFF

Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Shelby Kelley, P.E., Jeff Lantosh, C.P.I.I..

HIGHLAND ON-CALL SURVEY SERVICES

City of Highland, CA



Client Contact: Carlos Zamano | Public Works Director
Phone Number: (909) 864-6861
Email: Czamano@Cityofhighland.org
Dollar Value of Service: $250K
Dollar Value of Project: $2M+
Completion Date: On-Going

RELEVANCE TO ONTARIO

- *On-Call Survey*
- *ALTA Surveys*
- *Design Surveys*
- *Topographic Surveys*

DESCRIPTION

TKE provides on-call surveying services to the City, including City Surveyor. TKE managed more than $20 million in public improvements. While providing these services to the City, TKE represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, reviewed maps and conditions of approval, performed boundary and topographic surveys, performed construction verification and staking surveys and performed map checking for commercial and residential development projects.

SERVICES

Services include ALTA surveys, design surveys, easements, right of way preparation, and mapping, topographic mapping, boundary surveying and monumentation, benchmarks and centerline tie information, legal description and exhibits, construction staking

KEY STAFF

Michael Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, P.L.S., Steve Nix, P.E., P.L.S.

ON-CALL DESIGN SERVICES EXPERIENCE

CLIENT	DATES SERVICES PROVIDED (FROM/THROUGH)
City of Adelanto	2017-Present
City of Hesperia	2016-Present
City of Calimesa	2013-Present
City of Calimesa	2014 – Present
City of Highland	2013-Present

ON-CALL SURVEY SERVICES EXPERIENCE

CLIENT	DATES SERVICES PROVIDED (FROM/THROUGH)
City of Upland	2000-Present
City of Adelanto	2017-Present
Lake Arrowhead Community Service District	2020-Present
City of Rialto	2019-Present
City of Hesperia	2016 – Present
City of Highland	2013-Present
City of Calimesa	2013-Present

ON-CALL CITY ENGINEERING SERVICES EXPERIENCE

CLIENT	DATES SERVICES PROVIDED (FROM/THROUGH)
City of Adelanto	2017-Present
City of Hesperia	2016-Present
City of Calimesa	2013-Present
City of Highland	2013-Present

ON-CALL CONSTRUCTIION MANAGEMENT & INSPECTION EXPERIENCE

CLIENT	DATES SERVICES PROVIDED (FROM/THROUGH)
City of Murrieta	2023-Present
San Bernardino Municipal Water Department	Present
Lake Arrowhead Community Service District	Present

TERMINATION, DEBARMENT, OR LITIGATION

TKE Engineering Inc. has no past history of failure to enter into a contract, withdrawal of a proposal as a result of error, termination or failure to complete, debarment by any municipal county, state, federal or local agency, litigation or any falsification of information submitted.

G. TECHNICAL COMPETENCE

TECHNOLOGY

TKE has state of the art conferencing and communications equipment. We are fully capable of hosting multi-participant meetings including video conferencing. TKE, with its current clients, already utilizes similar tools including clients' ability to view host computer screens for document development and review.

AVAILABILITY TO PERFORM WORK

TKE is committed to completing all of the services required for the duration of the contract. TKE will always find the City as a priority client and as such, resources needed to complete the required tasks will be provided.

TKE has extensive experience with an excellent reputation in the provision of project design services for municipal agencies. Throughout our history, we have successfully completed hundreds of locally and grant funded public works improvement projects for more than 80 different municipal agencies. We have successfully completed complex and challenging grant funded projects for a variety of municipal agencies who have continued to request that we partner with them in delivering value to their communities.

RESOURCES

TKE maintains state of the art engineering and surveying equipment and software Our survey equipment includes a mirrorless, fully robotic, 1-second total station and GPS equipment capable of tying all project into California State Plane Coordinate System, and digital leveling equipment to ensure accuracy of the project datum information. Our computer systems include AutoCAD Civil 3D (latest version) and MicroStation software for computer aided drafting and project design, Microsoft Office Suite for letters, spreadsheets and schedule preparation and Outlook for email communications. Our Hydrology and Hydraulic Analysis are conducted using Hydrosoft software package developed by Advance Engineering Software (AES) and Civilcadd/Civildesign software package developed by CIVILDESIGN, Corporation. Included within those software packages are: peak flow runoff estimation by Rational Method or Unit-Hydrograph, Flow Routing Analysis, Water Surface Pressure Gradient Modeling, as well as various storm drain structure hydraulic analysis modules. All documents provided by TKE will be completely compatible with City equipment and software.

RESPONSE TIME

TKE will respond to the City's needs as they arise and diligently stay on schedule. As discussed in previous sections of the proposal, TKE's management staff meet weekly to assign staff for the needs of each project to ensure the project receives the required attention to stay on schedule. Because of TKE's proactive management approach, TKE rarely experiences 'crisis' project delivery needs. When requested by our clients, TKE adds resources, commits extended work hours, develops an efficient implementation plan, and other efforts as needed.

SECTION 7 | PROPOSED METHOD TO ACCOMPLISH THE WORK

A. PROPOSED APPROACH

Whether the services required are Civil engineering, surveying, planning, design, construction related, successful project delivery is our goal. Our definition of successful project delivery is:

- Project Completion that Protects City Interests
- Project Completion that Meets All Project Requirements
- Project Completion on Schedule
- Project Completion within Budget

IMPLEMENTATION PLAN

TKE's implementation plan includes the following key elements which we routinely provide for each of our projects:

PROJECT MANAGEMENT

TKE provides effective engineering, design, and project management services to a variety of clients. We have successfully delivered extensive and highly visible development projects, street improvement, traffic improvement, drainage improvement, water, wastewater and facility improvement projects for the Coachella Valley Association of Governments, County of San Bernardino and Riverside, Cities of Coachella, Banning, Calimesa, Moreno Valley, Chino, Glendora, El Monte, South El Monte, Corona, Highland, Hesperia, Colton, Upland, Fontana, Yucaipa, Rialto, Redlands, Wildomar, Lake Elsinore, and Riverside and for the Municipal Agencies San Bernardino Municipal Water Department, Rubidoux Community Services District, Mission Springs Water District, East Valley Water District, Mission Springs Water District, Coachella Water Authority, San Bernardino Municipal Water Department, Rubidoux Community Services District, East Valley Water District, Three Valleys Municipal Water District, Monte Vista Water District, and Maywood Mutual Water Company. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment.

TKE's management approach includes:

MONTHLY PROGRESS REPORTS

TKE documents project progress for all projects assigned to TKE by a comprehensive project management summary. The summary includes project name and related number, description of progress, budget status, schedule compliance, completed deliverables, and anticipated upcoming accomplishments.

COMMUNICATION

Communications with City staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting/conference indicating action items and a schedule for completion of these items. Finally, TKE welcomes direct lines of communication between the City and all Key Staff for any and all project needs.

RECORD KEEPING

TKE keeps records in an organized filing system in electronic forms. This organized filing system allows TKE to access records immediately should they be needed. Additionally, TKE can provide comprehensive project records to the City upon completion of each project.

MEETINGS

TKE meets with project stakeholders as needed including the public, permitting agencies, utilities, etc. We meet with them at the project's onset and throughout the course of project development to ensure all stakeholder project needs are considered in the project design. All meeting preparation (City Staff Reports, agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented.

TEAM MEETINGS

Team meetings include all parties that have any interest in the project development. In particular, the City's Engineering and Public Works Departments and TKE's subconsultants will be close working partners with TKE in project development of projects.

CIP PROJECT MANAGEMENT

Project management will be an essential element in all types of project delivery. Effective communications will lead to effective management. Management will include weekly reviews of project budget and schedules and regular meetings with all project stakeholders.

For all projects, the most important aspect of management will be to ensure that the City's interests are protected to the maximum extent possible and project schedules are met. TKE will ensure that public funds and are used for the benefit of the community. Any deviation from standards and requirements will be referred to the City and TKE will implement direction given by City staff. Maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE management techniques always result in efficient project delivery.

Managing our subconsultants is another area that TKE excels. Due to our extensive variety of project experience, TKE has a vast amount of knowledge with all public works improvement projects. With this understanding, TKE is able to manage others and avoid any costly project changed conditions and delays.

REGULATORY, SUBDIVISION MAP ACT AND CITY STANDARDS COMPLIANCE

Another primary function of TKE staff is to verify compliance with aspects of federal, state, and local laws as well as City standards. TKE will verify that all construction related to engineering components, are constructed in accordance with these requirements and standards.

ENVIRONMENTAL COMPLIANCE

Environmental permitting for projects within the CIP may be complex and involve coordination with multiple jurisdictional agencies, in addition to the normal CEQA analysis and determination. Projects may require environmental permit, including Clean Water Act (CWA) Section 404 permits from the United States Army Corps of Engineers, CWA Section 401 permits from the Regional Water Quality Control Board, Section 1602 Permits from the California Department of Fish and Game and potential US ESA Section 7 permitting from the United States Fish and Wildlife Service. TKE has experience in the acquisition of each of these different permit types and will provide excellent management and oversight to ensure environmental compliance permitting is implemented.

CRITICAL ISSUES

TKE has extensive experience in delivery municipal projects. With our in depth understanding projects and wide range of experience, TKE is able to hit the ground running. For all projects, Step 1 is identifying critical elements.

IDENTIFICATION OF CRITICAL DESIGN ELEMENTS

Our approach to identifying critical issues will be to develop a comprehensive understanding of project scope and prepare a list of critical elements. This will give us a head start on instructing our team about areas of focus.

UTILITY COORDINATION

Most projects include, some utilities which may require relocation and/or adjustment for the proposed improvements. Again, we will identify these facilities early in project design to begin coordination at the earliest opportunity. Agencies that maintain private utilities can be cumbersome in getting facilities relocated. Early coordination will prevent project delays.

ACCURATE COST ESTIMATING

Because of the limited budget for this project, it is important to keep costs controlled. Our approach to controlling costs is to provide frequent and accurate cost estimates by using TKE's detailed cost estimating database. In addition to using this database, TKE utilizes our considerable experience with Construction Management to assist in providing constructability reviews and cost estimating based on current information from our on-going projects. Finally, with the current economic climate, construction costs are widely varying. We will also discuss the project elements with local contractors to assure that we have the most current construction information available so that the City can ensure the most value for the public's dollar.

FAMILIARITY WITH FUNDING SOURCE

TKE is well versed with Caltrans Local Assistance and other grant funding agency requirements. Caltrans requirements includes:

- Requesting that Caltrans furnish an expenditure authorization number.
- Submitting allocation request and finance letters to Caltrans Local Assistance requesting reimbursable costs allocation
- Ensuring Caltrans prepares a Program Supplement Agreement for City execution. If the City does not have a "State Funds Master Agreement" on file with Caltrans, one will be required.
- Ensuring that the City acquires Local Assistance approval for all required environmental clearances (CEQA) and right-of-way needed for the project.
- Ensuring that the project complies with the requirements of the Americans with Disabilities Act.
- Processing invoices to Caltrans Local Assistance for reimbursement.

Other grant agency processing requirements are also unique- TKE grant funding experience will greatly benefit the City.

B. METHODOLOGY

Below is an example of the Scope of Work that will be required for a design project.

TASK NO. 1 PROJECT MANAGEMENT

TKE's Project Managers will be responsible for project requirement. They will attend all meetings, prepare agendas and corresponding meeting minutes together with collection of signatures for meeting attendees (sign-in sheets). They will meet with the City at appropriate times and will meet as needed with agencies, and utilities in addition to the meetings

presented below. We will also update TKE's project budget and schedule prior to each City meeting for discussion with staff.

Deliverables

Agendas, Meeting Minutes, Exhibits, and Project Progress, Schedule and TKE Budget Updates

TASK NO. 2 INITIAL 'KICK OFF' MEETING

Prior to commencement of services for any project, TKE will meet City staff to review project obligations and to discuss all project requirements in detail. TKE's Project Managers will attend the meeting to determine project protocol, design requirements, funding requirements and obtain City record drawings.

Deliverables

Agenda, Minutes, and Distribution to all Entities

TASK NO. 3 RECORDS RESEARCH

We will thoroughly research existing utility records and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of street centerlines, street rights-of-way, and easements and determine locations of all existing utilities and improvements. The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, easement documents, monument ties, benchmark data, corner records, street and storm drain improvement plans, and utility drawings. We will request the City provide copies of available pertinent City records, such as survey ties, benchmarks, and street, water, recycled water, sewer and storm drain improvement plans.

We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from the City, and drawings and/or atlas maps from all private utility companies, and/or agencies. We will confer and coordinate with the following agencies as well as any additional agencies listed in the Underground Service Alert:

- Ontario Municipal Utilities Company
- Verizon Telephone
- AT&T and PacBell
- Sprint
- Southern California Gas Co.
- Southern California Edison
- Time Warner Cable Television

We will send first utility notice letters to all listed utility companies and agencies requesting their data. We will maintain copies of the letters and correspondence for future reference. We shall also provide the City with a complete copy of all correspondence with all utility companies.

Deliverables

Record Data and Utility Information

TASK NO. 4 DESIGN SURVEY

TKE will conduct a survey of the project areas. Our field survey crews will collect appropriate detail as required to prepare a topographic map. Survey data will include visible grade breaks, trees, buildings, walkways, sidewalks, driveways, curbs, gutters, cross gutters, fire hydrants, water valves, manholes, water meters, signs, street lights, power poles, fences, structure, and all other visible features. In addition, we will survey the existing height of overhead wires as needed.

Our crews will collect existing topography as needed to provide sufficient level of detail for precise design. The crew will also measure invert, top of cone and rim elevations for all existing manholes in the project area and invert and rim elevations for all drainage and sewer facilities. The crew will set temporary benchmarks within the project limits and they will be shown on the drawings.

Deliverables

Ground Topography, Utilities and Data in ASCII Format with Description Codes

TASK NO. 5 TOPOGRAPHIC MAP/SURVEY CONTROL PLAN

We will prepare a topographic map as required. The topographic map shall be prepared in AutoCAD format appropriate drawing scales and shall include 1-foot contours.

A survey control plan shall be prepared and shall show all existing found monumentation, benchmarks, ties and temporary control points. All found monumentation will include descriptions and tie-out information.

The survey control plan will be provided to the City in hard copy (mylar) and digital (AutoCAD and PDF) formats.

Deliverables

Topographic Mapping and Control Plan

TASK NO. 6 BASE CONSTRUCTION DRAWINGS

We will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2023 software, at required drawing scales. The base construction drawings will include a plan view based on the accumulated conventional survey data. We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, easement areas, assessor parcel numbers, street centerline, street names, building locations, water service location; sewer manhole lids and water valve lids;

cross gutters; driveways, pedestrian ramps; traffic stripes and legends; curb returns; details of private improvements, fences, gates, irrigation systems, mailboxes, trees and landscaping, and survey data to the drawings. Once the base drawings are complete, we will perform a careful field review to ensure all underground facilities are shown correctly.

Deliverables

Base Construction Drawings in Plan View

TASK NO. 7 GEOMETRIC ALIGNMENT DESIGN

For street projects, TKE will prepare a Geometric Alignment Plan. Geometric configuration will require extensive coordination between TKE and the City to determine the preferred alignment configuration that will provide safety and efficiency, while considering right-way impacts. Using the topographic and base mapping, TKE will prepare the geometric alignment to be used for analyzing site conditions, operational functionality for the design vehicle, stopping sight distance, intersection sight distance and non-motorized design users. Upon completion of the alignment design, TKE will present the information to the City for approval.

In addition, TKE will prepare preliminary construction drawings showing proposed street improvements. Proposed improvements will be designed in accordance with the City's current street design standards and specifications for ultimate street widening. We will include proposed curb, sidewalk, driveway and ramp locations to assess right-of-way requirements. We will show the typical street section incorporating existing utility and improvement locations, existing drainage improvements, existing right-of-way, proposed right-of-way requirements at each intersection, and right-of-way exhibit.

We will prepare quantity estimates for all proposed improvements. In addition, we will prepare a preliminary construction cost estimate using an Excel spreadsheet. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

Deliverables

Geometric Alignment Exhibit in Plan View and Preliminary Estimate

TASK NO. 8 COMPOSITE UTILITY PLAN

TKE will prepare a composite utility plan which identifies all existing utilities within the proposed right-of-way and all utilities affected by the proposed street and traffic signal improvements and requiring relocation. The plan shall show all above and below ground utilities including all laterals. The utility plan will be for City use in coordinating with utility companies.

Deliverables

Composite Utility Plan

TASK NO. 9 65% DESIGN

65% Design will include preparation geometric roadway improvement exhibits, preliminary construction drawings, preliminary technical specifications, and preliminary construction estimates.

Construction drawings will show proposed street and intersection geometrics including locations of proposed curb, drive approaches, sidewalk, center island, refuge islands, swales, ramps, spandrels and cross gutters. In addition, street grades will be prepared to establish project grading requirements. Proposed improvements will be designed in accordance with the City's current street and drainage design standards and specifications for ultimate street widening. The proposed improvements will be designed to minimize grading, earthwork and transitions onto private property.

Drawings will include a title sheet, construction note sheet, demolition sheets, plan/profile sheets, drainage sheets, cross-section sheets, landscape and irrigation sheets, street lighting sheets, signing and striping sheets, and necessary detail sheets.

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, construction notes, an index for the drawings, list of references on the City's standard title block.

The construction note sheets will show general construction notes, a list of abbreviations used, benchmark data, general notes, utilities with phone numbers, and project specific requirements.

The demolition sheets will show existing improvement demolition including limits of pavement removal, saw cutting locations and limits and concrete cross gutters and curbs, if required. In addition, the plan will specify relocation of private improvement such as mailboxes fences, etc. as required.

Plan/profile sheets will show proposed improvements including curb and gutter, median curbs, sidewalks, handicap ramps, driveways, pavement limits, storm drain pipe, manholes, catch basins, overlay limits, signs, traffic stripes, existing utility relocations (if any), water service relocations, and sewer manhole, valve, and vault cover grade adjustments. For the profile portion of the drawings, we will show existing and proposed pavement elevations at centerline and existing edge of pavement on both sides of the streets with appropriate design data together with proposed top of curb elevations.

The drainage sheets will be prepared in accordance with City standards and requirements. The sheet will show existing right-of-way, curb, gutter, sidewalk, existing utilities, existing right-of-way, existing drainage improvements and all proposed

improvements including catch basins, pipe and connections. Storm drain sheets will show top of pipe, flowline, structures utility crossings and ground surface.

The street cross-sections sheets will show street sections at appropriate drawing scales. The sections will be dimensioned and construction and demolition notes will be shown. In addition, rights-of-way and limits of work will be shown.

Street lighting sheets will be prepared in accordance with City standards and requirements. The sheets will show existing right-of-way, curb, gutter, sidewalk, existing utilities, existing and proposed street light improvements and all proposed modifications including conduit extension and head replacements.

The signing and striping sheets will include all required pavement markings, way finding signs, lane stripes and signage in accordance with the MUTCD, California supplement and all other applicable City requirements, for the project limits. The sheets will include full geometrical layouts at each intersection.

For the specifications, we will amend the City Standards Technical Provisions as required for the projects. The construction specifications will be prepared in Microsoft Word (2020 Version) format in accordance with City standards.

In addition, we will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

65% Design (construction drawings, technical specifications, construction estimates, and right-of-way documents and approvals) will be submitted with a project summary memorandum together with an updated project schedule, utility contact matrix, stakeholder meeting summary, and internal plan review documentation.

Deliverables

65% Design Submittal

TASK NO. 10 COORDINATION WITH AGENCIES/ UTILITIES

After 65% design is complete, plans will be sent to agencies having facilities in the project areas requesting that they verify their facilities are shown correctly and that they furnish any construction requirements they desire. We will highlight each agency's facilities and advise each of potential conflicts and relocation requirements. We will request that they respond within two weeks and we will follow up with telephone calls to confirm all agency requirements have been incorporated. We will document all conferences with utilities and agencies and copy the City via e-mail.

Deliverables

Utility Coordination Matrix

TASK NO. 11 65% DESIGN REVIEW MEETINGS

After the City has completed its review, we will meet with City staff to acquire Staff's comments for preparation of revised plans, specifications and estimates. It is anticipated that the City will be involved in the 60% plan check process and subsequent 60% design review meeting.

Deliverables

Meeting Agenda, Minutes and Final Design Approval

TASK NO. 12 95% DESIGN

95% design will include incorporation of City comments, final street and roundabout, drainage, landscape, irrigation, lighting and signing and striping plans.

We will verify that the project will comply with ADA design requirements and that adequate drainage will be achieved.

95% Design will be submitted with a project summary memorandum together with updated project specifications and estimates.

Deliverables

95% Design Submittal

TASK NO. 13 FINAL COORDINATION WITH AGENCIES/ UTILITIES

After the final drawings are approved by the City, we will again submit them to all agencies/utilities having underground facilities in the project area requesting that they verify their facilities are shown correctly and we will advise them of the project construction schedule and relocation requirements. In addition, we will coordinate final relocation construction prior to project bidding. We will document all meetings and conferences with utilities and agencies.

Deliverables

Utility Coordination Matrix

TASK NO. 14 95% DESIGN REVIEW MEETINGS

After the City has completed its review, we will meet with City staff to acquire Staff's comments for preparation of revised plans, specifications and estimates.

Deliverables

Meeting Agenda, Minutes and Final Design Approval

TASK NO. 15 100% DESIGN

100% design will include incorporation of City comments, final plans, specifications, and estimates, ready for public bidding. Final documents will include mylars and hard copy

specifications with signatures and electronic copies of final documents.

100% Design will be submitted with a project summary memorandum together with an updated project schedule, additional stakeholder meeting summary, and internal plan review documentation.

Deliverables
One (1) Full-Size Mylar of 100% Drawings; Hard Copy of Specifications and Estimate, Electronic Files of Final Plans, Specifications and Estimate

TASK NO. 16 BIDDING ASSISTANCE

TKE will assist the City during project bidding by attending pre-bid meeting, answering questions about or provide clarifications of the contract documents as requested by the City, and will prepare addenda if necessary.

Deliverables
Response to RFI's, Addenda Preparation and Bid Analysis Recommendations

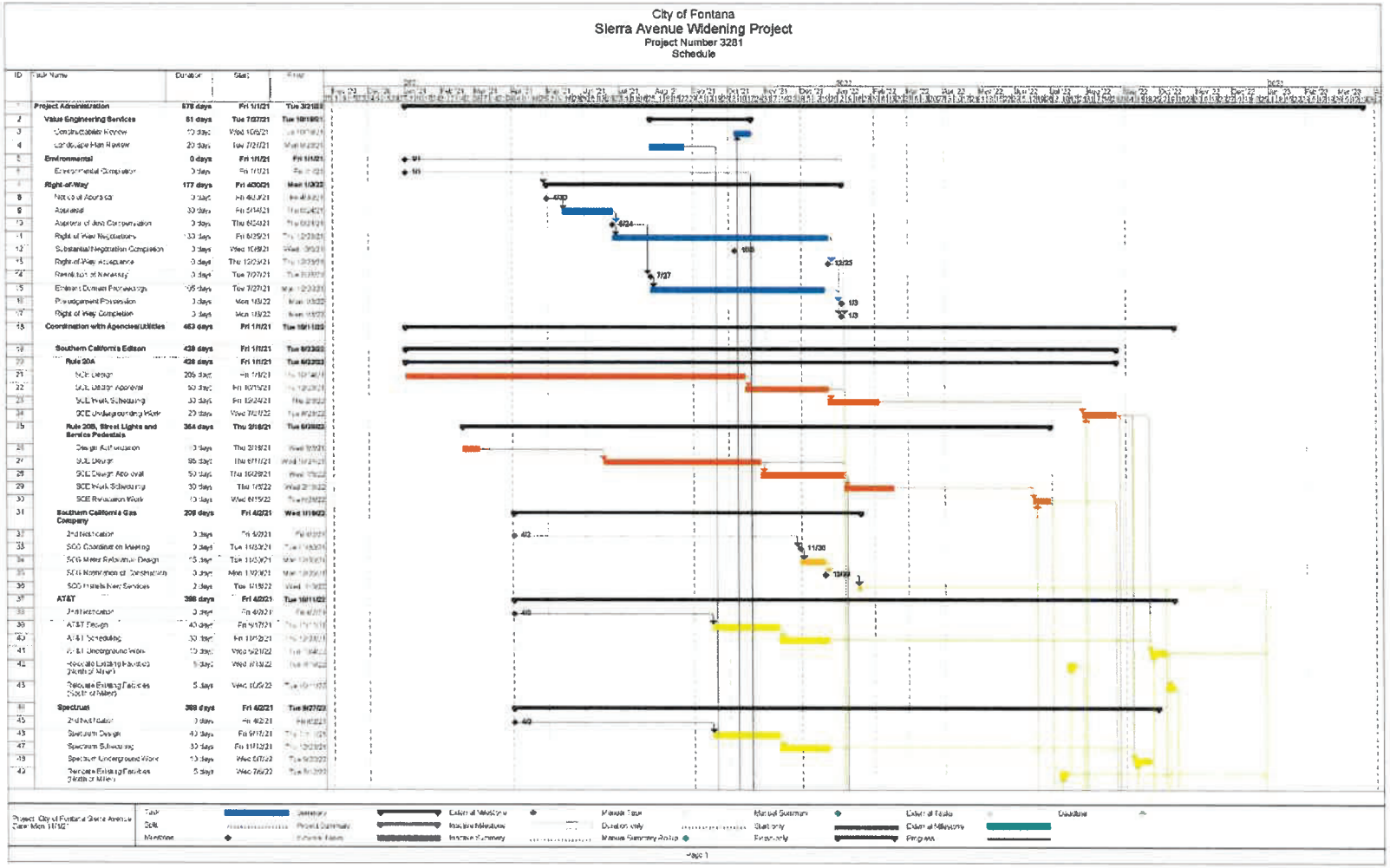
TASK NO. 17 ASSISTANCE DURING CONSTRUCTION

TKE shall attend the preconstruction meeting and upon receipt of redlined drawings, TKE will prepare a complete set of signed and stamped record drawings, which will reflect the improvements as constructed; any changes made during project construction. Said record drawings will be based on data furnished by the public agencies, the contractor, and the City.

Deliverables
Response to RFI's, Shop Drawing Submittals, and As-Built Preparation

C. PROPOSED PROJECT SCHEDULE

A Microsoft project schedule will be prepared for each project assigned to TKE. TKE will submit the project schedule to the City for concurrence. The schedule will be reviewed by TKE's Project Managers weekly. Schedule update will be provided to the City at the monthly coordination meetings. In addition, a sample schedule for a one of TKE's current projects is shown below for your reference:



City of Fontana
Sierra Avenue Widening Project
Project Number 3281
Schedule

ID	Task Name	Duration	Start	Finish
50	Relocate Existing Facilities (South of Miller)	5 days	Wed 3/2/22	Tue 9/27/22
51	Crown Castle	378 days	Fri 4/2/21	Tue 9/13/22
52	2nd Notification	0 days	Fri 4/2/21	Fri 4/2/21
53	Crown Castle Design	40 days	Fri 3/[illegible]/21	Thu 11/11/21
54	Crown Castle Scheduling	30 days	Fri 11/[illegible]/21	Thu 12/23/21
55	Crown Castle Undergrounc Work	10 days	Wed 3/24/22	Tue 9/6/22
56	Relocate Existing Facilities (North of Miller)	5 days	Wed 3/29/22	Tue 7/5/22
57	Relocate Existing Facilities (South of Miller)	5 days	Wed 9/7/22	Tue 9/13/22
58	SGVWC/FWC	237 days	Mon 10/11/21	Tue 9/6/22
59	FWC Design	40 days	Mon 12/[illegible]/21	Fri 12/3/21
60	Scheduling	20 days	Mon 12/6/21	Fri 12/31/21
61	Water Main Installation (Foothill to Baseline)	60 days	Mon 1/3/[illegible]	Fri 4/22/22
62	Pressure Reducing Station	30 days	Mon 4/25/22	Fri 6/3/22
63	Abandonments and Removals (North of Miller)	15 days	Wed 5/[illegible]/22	Tue 7/5/22
64	Appurtenance Relocation/Adjustments (North of Miller)	15 days	Wed 7/6/22	Tue 7/26/22
65	Abandonments and Removals (South of Miller)	15 days	Wed 7/27/22	Tue 8/16/22
66	Appurtenance Relocation/Adjustments (South of Miller)	15 days	Wed 8/[illegible]/22	Tue 9/6/22
67	Final Design Engineering Services	61 days	Tue 8/31/21	Tue 12/14/21
68	Design Scope Modifications	20 days	Tue 8/31/21	Mon 10/18/21
69	Final Design	40 days	Wed 10/20/21	Tue 12/14/21
70	Project Specifications	40 days	Wed 10/6/21	Tue 11/30/21
71	Final Construction Documents	0 days	Tue 12/[illegible]/21	Tue 12/14/21
72	Bidding and Construction Support	314 days	Thu 1/6/22	Tue 3/21/23
73	Advertisement	5 days	Thu 1/6/22	Wed 1/12/22
74	Bidding	20 days	Thu 1/[illegible]/22	Wed 2/9/22
75	Bid Opening	0 days	Wed 2/9/22	Wed 2/9/22
76	Bid Evaluation	9 days	Thu 2/[illegible]/22	Tue 2/22/22
77	Staff Report Completion (2 Weeks Early)	0 days	Tue 2/22/22	Tue 2/22/22
78	Award (2nc Tuesday of the Month)	0 days	Tue 3/8/22	Tue 3/8/22
79	Preconstruction Meeting	0 days	Tue 3/29/22	Tue 3/29/22
80	Notice to Proceed	0 days	Tue 4/[illegible]/22	Tue 4/19/22
81	Sierra Avenue Widening	230 days	Wed 6/[illegible]/22	Tue 3/21/23
82	North of Miller	170 days	Wed 6/[illegible]/22	Tue 12/27/22
83	Removals (North of Miller)	15 days	Wed 5/[illegible]/22	Tue 5/24/22
84	Grading (North of Miller)	15 days	Wed 5/25/22	Tue 6/14/22
85	Utility Window (North of Miller	30 days	Wed 6/[illegible]/22	Tue 7/26/22
86	Storm Drain	15 days	Wed 7/27/22	Tue 8/16/22
87	Street Construction	60 days	Wed 11/[illegible]/22	Tue 12/27/22
88	South of Miller	200 days	Wed 8/[illegible]/22	Tue 3/21/23
89	Removals (South of Miller)	15 days	Wed 8/[illegible]/22	Tue 7/5/22
90	Grading (South of Miller)	15 days	Wed 7/6/22	Tue 7/26/22
91	Utility Window (South of Miller	54 days	Wed 7/27/22	Mon 10/10/22
92	Storm Drain	15 days	Wed 12/[illegible]/22	Tue 1/17/23
93	Street Construction	60 days	Wed 12/28/22	Tue 3/21/23

Project: City of Fontana Sierra Avenue
Date: Mon 11/1/21

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline

Page 2

SECTION 9 | INSURANCE

TKE maintains all required insurance limits requested in the RFP and will provide certifications to the City upon selection.

Page 1 of 1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2023

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Insurance Underwriters Inc	19917
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
IKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

COVERAGES CERTIFICATE NUMBER: W30551695 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGR'GATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			AEC8YAMCETE006	10/15/2023	10/15/2024	Per Claim $2,000,000
							Aggregate $4,000,000

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

CERTIFICATE HOLDER	CANCELLATION
FOR PROPOSAL PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ca ID: 24631083 BATCH: 3174668

TKEENGI-01 DLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2024

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

rtificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. AIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on onfer rights to the certificate holder in lieu of such endorsement(s).

d
p Services, inc.

CONTACT NAME: Priscilla Ignacio
PHONE (A/C, No, Ext): (619) 238-1828 FAX (A/C, No): (619) 699-2100
E-MAIL ADDRESS: PIgnacio@Gillian.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover American Insurance Company	36064
INSURER B: Allmerica Financial Benefit Insurance Company	41840
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

ing Inc
Ave Ste#100
92807-4848

CERTIFICATE NUMBER: REVISION NUMBER:

T THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR TH-E POLICY PER OD NDING ANY REQUIREMENT "TERM OR CONDITION OF ANY CONTRACT OR O"HER DCCUMENT WITH RESPECT TO WHICH THIS UED OR MAY PER'AIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. ONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	L LIABILITY						EACH OCCURRENCE $ 2,000,000
	C OCCUR			0D3H471223	1/5/2024	1/5/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) $ 1,000,000
							MED EXP (Any one person) $ 5,000
							PERSONAL & ADV INJURY $ 2,000,000
	MUSS PER:						GENERAL AGGREGATE $ 4,000,000
	X LOC						PRODUCTS - COMP/OP AGG $ 4,000,000
							$
							COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
	SCHEDULED AUTOS			AW3J154439	9/18/2023	9/18/2024	BODILY INJURY (Per person) $
	NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) $
							PROPERTY DAMAGE (Per accident) $
							$
	OCCUR						EACH OCCURRENCE $
	CLAIMS-MADE						AGGREGATE $
							$
A	AND EMPLOYERS' LIABILITY			WZ3H883053	1/5/2024	1/5/2025	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y N/A						E.L. EACH ACCIDENT $ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
For Proposal Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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SECTION 10 | LITIGATION

TKE does not have any claims filed by our firm or against our firm throughout our entire history.

SECTION 11 | OTHER INFORMATION

A. As previously discussed, TKE Engineering Inc. (TKE) encourages the City to verify with our qualifications with our references and verify TKE's ability to provide efficient and effective services on schedule and within budget.
B. TKE is extremely active in the engineering community. Key members of TKE's staff have been serving volunteer roles on the American Society of Civil Engineers San Bernardino and Riverside Counties and Los Angeles Section Boards, American Council of Engineering Companies Inland Empire Board, American Public Works Association Inland Empire Board and are members of the American Water Works Association and Society of American Military Engineers.
C. TKE Engineering is currently working on the OMUC Design Services for Recycled Water Pipeline for Riverside Drive, from Archibald Avenue to Mill Creek Avenue.
D. TKE Engineering has no conflict of interest in connection with providing the services.

SECTION 12 | CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ.

APPENDICES



APPENDIX A | NONCOLLUSION DECLARATION

City of Ontario

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Senior Vice President of TKE Engineering, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 10, 2024 [date], at Riverside [city], California [state].

Name of Bidder TKE Engineering, Inc.

Signature _____

Name Terry Renner, P.E., L.S., Q.S.D.

Title Senior Vice President

Dated February 2, 2024

09959.00000\7251094.1



TERRY RENNER, P.E., P.L.S. Q.S.D.

Construction Manager

TKE Engineering, Inc.

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E (CA) 69984
P.L.S. (CA) 9762
Qualified SWPPP Developer & Practitioner #24329

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

AFFILIATIONS

American Public Works Association
American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has over 23 years of experience in civil engineering design, plan checking, project management and construction management of both development and public works infrastructure projects, including grading improvements, street, traffic, and transportation improvements, pavement rehabilitation, drainage improvements, water and sewer improvements, public facilities, parks and recreation improvements. He currently provides project and construction management services for the Coachella Valley Association of Governments (CVAG), Mission Springs Water District and the cities of Coachella, Calimesa, Fontana, Wildomar, Highland, and Moreno Valley. He has managed design and construction on a variety of Capital Improvement Program and development projects of all sizes ranging from $100,000 to $80 Million. As a project manager, Mr. Renner has been responsible for field analysis of pavement deterioration, design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. As a construction manager, Mr. Renner has been responsible for construction coordination and scheduling, utility relocation coordination, public relations, submittal review, supervising a staff of inspectors and subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

DETAILED PROJECT EXPERIENCE

- **CV Sync Traffic Signal Synchronization,** *City of Palm Desert, CA*- Terry serves as the project manager assisting in oversight of all construction management aspects for Phase 1 of the CV Sync project (Formerly CVAG TSSPP). This work involves plan review, management and approval of construction scheduling, budget, field work, local agency procedures and more. As the Local Agency Resident Engineer, Justin ensures adherence with applicable State and Federal requirements requiring familiarity with the CAMUTCD, Caltrans Standard Plans, Caltrans Construction Manual, Local Agency Procedures Manual and other applicable standards and documents. This project involves coordination and support across twelve agencies in the Coachella Valley.
- **Sierra Avenue Widening Project**, *City of Fontana, CA* - Mr. Renner provides project and construction management services to the City of Fontana for the Sierra Avenue Widening Project. The project is approximately 1 mile of widening for the City's primary north south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. He is currently responsible for management of utility coordination, right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. While providing these services to the City, Mr. Renner has represented the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.
- **Calimesa Citywide Pavement Rehabilitation Project,** *City of Calimesa, CA*- Terry served as the project manager. The citywide pavement rehabilitation project included various pavement rehabilitation strategies for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps. The project also included coordination with

Caltrans to obtain a permit for construction within the State right-of-way for repaving the Sandalwood overcrossing of the Interstate 10 Freeway

- **Moreno Valley Citywide Pavement Rehabilitation Project,** *City of Moreno Valley, CA* - Mr. Renner served as the project manager. The Citywide Pavement Rehabilitation Program for FY 2021/22 Project included rehabilitation for 20 miles along various streets throughout the City of Moreno Valley. TKE provided daily inspection and monitoring to ensure construction of the project was in accordance with the approved plans and specifications. The project included pavement crack sealing, grinding and isolated removal areas along with construction of street widening with asphalt rubberized hot mix overlay over conventional hot mix asphalt base paving, pavement replacement, rubberized asphalt concrete overlay, slurry seal and asphalt concrete curb installation. TKE provided preparation of daily field reports and photo logs and provided reports to the City Staff on weekly basis
- **LPP County Line Road Project**, *City of Yucaipa/Calimesa, CA* - Mr. Renner was the project manager for design of the SB1 Local Partnership Program project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, storm drain, and signing and striping along County Line Road from 4th Street to Bryant Street.
- **ATP Cycle 3 Street Safe Routes to School Pedestrian Improvement Project,** *City of Fontana, CA* – Mr. Renner served as the Principal-In-Charge for the ATP Cycle 3 Safe Routes to School Pedestrian Improvement Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **San Bernardino Avenue Street Improvements**, *City of Fontana, CA* - Mr. Renner provided Construction Administration services for the San Bernardino Avenue street and storm drain improvements project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. Construction Management, Inspection and construction staking is being provided by TKE for approximately 8,800 linear feet of street median, sidewalk and storm drain improvements. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements and the railroad crossing upgrade. TKE prepared all legal descriptions, right-of-way acquisition plats, temporary construction easement plats and negotiated with property owners for 5 separate parcels
- **Foothill Boulevard Median and Traffic Signal Improvements,** *City of Fontana, Phase II, CA* – Mr. Renner was the Project Manager for this project which included 1,900 linear feet of median, traffic signal installation, and street widening improvements. The project is between Oleander Avenue and Juniper

Avenue. Project components included construction of ultimate street widening, median, curb and gutter, sidewalk, traffic signal installation, median landscaping and lighting, striping, and onsite private improvements. The project was a federally funded project (HSIP) which was administered through Caltrans Local Assistance.



MICHAEL THORNTON, P.E., P.L.S.

Project Manager

TKE Engineering, Inc.

EDUCATION

M.S., Civil Engineering, California State University, Long Beach

B.S., Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. (CA): 44226
L.S. (CA): 6867

AFFILIATIONS

American Society of Civil Engineers
American Water Works Association
California Rural Water Association
American Public Works Association
American Council of Engineering Companies

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 34 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton is responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

DETAILED PROJECT EXPERIENCE

- **City Engineering Services**, *City of Calimesa, CA* -Mr. Thornton provides on-call civil engineering services to the City, including City Engineer. He managed more than $10 million in public improvements. While providing these services to the City, Mr. Thornton represented the City with other agencies at numerous meeting including RCTC and WRCOG, represents engineering with the City's council and other public meetings, manages engineering budgets and project schedules, retains other consultants to prepare improvement design projects, manages funding programs, and various related work. In addition, Mr. Thornton manages major development projects.
- **ATP Cycle 3 Street Safe Routes to School Pedestrian Improvement Project,** *City of Fontana, CA* – Mr. Thornton served as the project manager for the ATP Cycle 3 Safe Routes to School Pedestrian Improvement Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **Calimesa Creek Storm Drainage Improvements,** *City of Calimesa, CA* – Mr. Thornton is serving as the Principal in Charge for the Calimesa Creek Storm Drainage Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide bank stabilization and storm water management improvements along a 0.6 mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded side slopes with near vertical walls. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing developments. The project will include environmental assessment and processing, preliminary engineering and project scoping, design, right-of-way acquisition, EPA funding coordination and management and additional drainage system improvements.
- **San Bernardino Avenue Street Improvements,** *City of Fontana, CA*- Mr. Thornton provided Construction Administration services for the San Bernardino Avenue street and storm drain improvements project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic

and pedestrian safety. Construction Management, Inspection and construction staking is being provided by TKE for approximately 8,800 linear feet of street median, sidewalk and storm drain improvements. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.) and the railroad crossing upgrade. TKE prepared all legal descriptions, right-of-way acquisition plats, temporary construction easement plats and negotiated with property owners for 5 separate parcels.

- **I-10 Cherry Valley Interchange Improvements,** *City of Calimesa, CA*– Mr. Thornton is serving as the Principal in Charge for the Cherry Valley Interchange Improvements Project, located in the City of Calimesa along Interstate 10. The proposed project is planned to include intersection roundabouts at the on/off ramps to achieve significant construction cost savings and to facilitate Caltrans streamline approvals. The project also includes the ultimate realignment of the Cherry Valley Bridge Overpass to improve line of sight limitations with the existing interchange. The project will include environmental assessment and processing, preliminary engineering and project scoping, design phasing to accommodate Caltrans streamline requirements, right-of-way acquisition, TEAMAC funding coordination and management and additional street and drainage system improvements.
- **A-04 Drainage Corridor Project,** *City of Hesperia, CA*- Michael served as the project manager. TKE provided investigation and acquired grant funding, planning, design, topographic survey, hydrology, and hydraulic analysis, bidding services, construction administration, State and Federal funding coordination services for the City of Hesperia. The A-04 Drainage Corridor project is located in the southwesterly portions of the City of Hesperia. The A-04 drainage corridor is the City's largest drainage tributary containing more than 4,380 acres and conveys flows in excess 5,000cfs. The project includes construction of three proposed flood control basins totaling over 1,000 feet of storage and more than 17,000 linear feet of various size storm drain pipe and box culverts, together with inlet and outlet facilities. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor downstream of the proposed project; in particular, on Main Street, one of the highest volume streets in the city. The project will enhance quality, reduce the region's dependence on imported water supplies, and simulate economic development.



STEVE LEDBETTER, P.E.

Construction Manager

TKE Engineering, Inc.

EDUCATION

B.S., Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. (CA): 84044

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American of Civil Engineers
American Public Works Association
American Council of Engineering Companies of California

Mr. Ledbetter has over 22 years of professional experience in the civil engineering industry. He has provided design and management services on various critical and challenging projects from planning through design and implementation. He has a well-rounded background with experience in preparation of plans, specifications and estimates and analysis of street and utility improvements, pavement rehabilitation, street widening and median improvements, bicycle and pedestrian enhancements, roundabout improvements, ADA pathway improvements, and signing and striping improvements. Mr. Ledbetter also has extensive experience with computer modeling, analysis, and report preparation, storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing for various State and Federal agencies.

DETAILED PROJECT EXPERIENCE

- **2nd Street Safe Route to Schools (SR2S),** *City of Calimesa, CA*- Mr. Ledbetter is serving as the project engineer for this state funded project located in the City of Calimesa. The City of Calimesa was awarded funding for the pedestrian path of travel enhancements to provide safer walking paths along 2nd Street between Avenue "L" and Avenue "H" and along Avenue "L" between 2nd Street and 3rd Street. The project includes street widening, signing and striping enhancements, including proposed curb, gutter and sidewalk improvements construction for increased pedestrian safety. The project includes 1 mile of street improvements together with structural bridge widening over existing drainage channel, right-of-entry acquisition, , Caltrans funding coordination and management, public outreach and utility relocations and coordination.
- **Calimesa Creek Storm Drainage Improvements,** *City of Calimesa* – Mr. Ledbetter is serving as the project engineer for the Calimesa Creek Storm Drainage Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide bank stabilization and storm water management improvements along a 0.6 mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded side slopes with near vertical walls. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing developments. The project will include environmental assessment and processing, preliminary engineering and project scoping, design, right-of-way acquisition, EPA funding coordination and management and additional drainage system improvements.
- **San Bernardino Avenue Street Improvements,** *City of Fontana*- Mr. Ledbetter provided Construction Administration services for the San Bernardino Avenue street and storm drain improvements project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. Construction Management, Inspection and construction staking is being provided by TKE for approximately 8,800 linear feet of street median, sidewalk and storm drain improvements. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.) and the railroad crossing upgrade. TKE prepared all legal descriptions, right-of-way acquisition plats, temporary construction easement plats and negotiated with property owners for 5 separate parcels.
- **I-10 Cherry Valley Interchange Improvements,** *City of Calimesa*– Mr. Ledbetter is serving as the project engineer for the Cherry Valley Interchange Improvements Project, located in the City of Calimesa along Interstate 10. The

proposed project is planned to include intersection roundabouts at the on/off ramps to achieve significant construction cost savings and to facilitate Caltrans streamline approvals. The project also includes the ultimate realignment of the Cherry Valley Bridge Overpass to improve line of sight limitations with the existing interchange. The project will include environmental assessment and processing, preliminary engineering and project scoping, design phasing to accommodate Caltrans streamline requirements, right-of-way acquisition, TEAMAC funding coordination and management and additional street and drainage system improvements.

- **A-04 Drainage Corridor Project,** *City of Hesperia*- Steve served as the project engineer. TKE provided investigation and acquired grant funding, planning, design, topographic survey, hydrology, and hydraulic analysis, bidding services, construction administration, State and Federal funding coordination services for the City of Hesperia. The A-04 Drainage Corridor project is located in the southwesterly portions of the City of Hesperia. The A-04 drainage corridor is the City's largest drainage tributary containing more than 4,380 acres and conveys flows in excess 5,000cfs. The project includes construction of three proposed flood control basins totaling over 1,000 feet of storage and more than 17,000 linear feet of various size storm drain pipe and box culverts, together with inlet and outlet facilities. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor downstream of the proposed project; in particular, on Main Street, one of the highest volume streets in the city. The project will enhance quality, reduce the region's dependence on imported water supplies, and simulate economic development.



STEVE NIX, P.E., P.L.S.

Senior Land Development Engineer

TKE Engineering, Inc.

REGISTRATIONS

P.E. (CA): 56810
L.S. (CA): 8146

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

Mr. Nix, has over 39 years of experience as a Civil Engineer. He has worked on a variety of development projects, ranging in size from small to very large, as the municipal agency's technical review staff. He has provided development project screen checks, responded to development community inquiries, accepted submittals on behalf of agencies, determined project impacts, developed conditions of approval, presented projects to planning commissions, prepared council agenda reports, performed plan checks, seamlessly executed the entitlement process, as well as many other municipal development services. In addition, His experience includes survey, design and construction management of all types of civil engineering projects ranging from single and multi-family residential, commercial and industrial development projects, public works projects including street, sewer, water, storm drain improvements, water wells construction including wellhead treatment, sewage and water pump stations, water reservoirs as well as sewage treatment and transmission.

DETAILED PROJECT EXPERIENCE

- **On-Call Plan Checking Services,** *City of Hesperia, CA*- Mr. Nix serves as the Senior Plan Checker. The services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- **On-Call Plan Checking Services,** *City of Highland, CA*- Mr. Nix serves as the Senior Plan Checker. The services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- **On-Call Plan Checking Services,** *City of Calimesa, CA*- Mr. Nix serves as the Senior Plan Checker. The services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.
- **On-Call Plan Checking Services,** *City of Needles, CA*- Mr. Nix serves as the Senior Plan Checker. TKE provides on-call plan checking services to the City, including City Engineer. TKE managed more than $100 million in public improvements. While providing these services to the City, TKE represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work.
- **On-Call Plan Checking Services,** *City of Hesperia, CA*- Mr. Nix serves as the Senior Plan Checker. TKE provides on-call plan checking services to the City, including City Engineer. TKE managed more than $100 million in public improvements. While providing these services to the City, TKE represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work.



BRIAN D. WOLFE, P.E.

Project Manager

TKE Engineering, Inc.

EDUCATION

M.S. Civil Engineering, California State Polytechnic University, Pomona

B.S. Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. (CA): 69109

AFFILIATIONS

American Society of Civil Engineers (ASCE)
Past-President, San Bernardino/Riverside County Branch

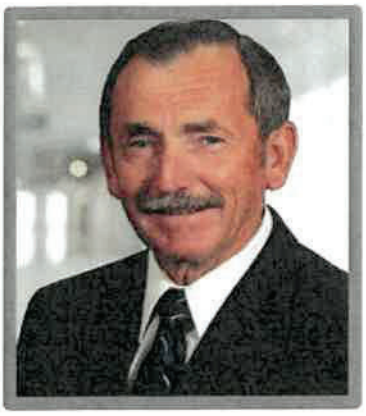
Brian Wolfe has over 22 years of experience in civil engineering and land surveying for both private and public sectors of the industry. His experience in design, construction and plan checking has been applied to a variety of capital improvement projects. He has provided City Engineering, staff augmentation, capital improvement design, utility coordination, construction management and plan checking services for several Southern California public agencies. His experience also includes public works construction inspection, composing legal descriptions for easements, topographic surveying and construction surveying. Mr. Wolfe is also well versed in traffic calming, bicycle facility design, traffic engineering studies including warrant analysis and temporary traffic control. Previous traffic engineering duties included close collaboration with City Police Departments to resolve parking violation enforcement issues and increasing traffic safety. Mr. Wolfe looks forward to bringing his knowledge and expertise to support the City in establishing an improved QA/QC process. He will introduce a plan development and plan check review checklist to ensure continuity and uniformity with regard to all project-related components; from the means by which signs are installed to how reports are written. He will evaluate field op procedures and recommend methodologies for brief and concise reporting.

DETAILED PROJECT EXPERIENCE

- **City of Adelanto City Engineering Services-2017 – 2022** – Mr. Wolfe provides on-call civil engineering services to the City, including City Engineer. He has managed more than $5 million in public improvements. While providing these services to the City, he has represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, he has managed infrastructure development projects and assisted with management of water and sewer utilities department.
- **On-Call Plan Checking,** *City of Hesperia*- Mr. Wolfe serves as the project manager. TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City.
- **On-Call Plan Checking,** *City of Highland*-Mr. Wolfe serves as the project manager. TKE provides on-call plan and map checking services to the City. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. In addition, TKE is performing plan check on several capital improvement projects within the City.
- **Engineering Support and Staff Augmentation,** *City of Highland* - Mr. Wolfe has provided continuing design services for street widening, traffic calming, bike lanes, signing and striping on various capital improvement projects. In addition, Mr. Wolfe has assisted with grant application preparation and project scoping for upcoming grant cycles.
- **CDBG Street Improvement Project**, *City of El Monte*- Mr. Wolfe was responsible for design of CDBG funded pavement rehabilitation on Klingerman Street, Strozier Avenue and Fern Street for the City of El Monte. This project consists of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of the pavement rehabilitation, curb, gutter, sidewalk, ADA curb ramps, and striping replacement.
- **Safe Routes to Schools,** *City of Redlands*-Mr. Wolfe provided design, and construction inspection for two safe Routes to Schools projects in the City of

Redlands. Projects constructed over 2 miles of new sidewalk through residential neighborhoods and over 200 new ADA compliant ramps. Also assisted with labor compliance documentation. Projects included installation of crosswalk flashing beacons, feedback signs and school zone signage.

- **CDBG,** *City of Redlands* - Mr. Wolfe provided plan and profile designs for street widening, new ADA compliant ramps and new sidewalks through developed residential neighborhoods in Redlands, CA. Designed paving plans to improve unpaved alleys within CDBG designated areas. Projects required careful coordination with residents and businesses for driveway reconstruction.
- **Land Development,** *Various Cities* – Mr. Wolfe has 10 years of experience designing improvement plans for retail, commercial, light industrial and residential development projects throughout Southern California. Design responsibilities included grading, drainage and onsite utility plans. Developed SWPPP, WQMP and erosion control documents as required.
- **Surveying/Mapping,** *Various Locations* – Performed topographic surveys and construction staking for both public improvements and land development projects. Also prepared ALTA maps, parcel maps, easement exhibit maps and wrote legal descriptions for various utility and access easements.



RON MUSSER P.L.S.

Senior Surveyor

TKE Engineering, Inc.

REGISTRATIONS

P.E. (CA): 56810
L.S. (CA): 8146

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

Mr. Musser has nearly 53 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. .

DETAILED PROJECT EXPERIENCE

- **LPP County Line Road Project**, *City of Yucaipa/Calimesa, CA* - Mr. Musser served as the Director of Surveys for design of the SB1 Local Partnership Program project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, storm drain, and signing and striping along County Line Road from 4th Street to Bryant Street.
- **ATP Cycle 3 Street Safe Routes to School Pedestrian Improvement Project,** *City of Fontana, CA* – Mr. Musser served as the Director of Surveys for the ATP Cycle 3 Safe Routes to School Pedestrian Improvement Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **A-04 Drainage Corridor Project,** *City of Hesperia, CA* – Mr. Musser served as the Director of Surveys. TKE provided investigation and acquired grant funding, planning, design, topographic survey, hydrology, and hydraulic analysis, bidding services, construction administration, State and Federal funding coordination services for the City of Hesperia. The A-04 Drainage Corridor project is located in the southwesterly portions of the City of Hesperia. The A-04 drainage corridor is the City's largest drainage tributary containing more than 4,380 acres and conveys flows in excess 5,000cfs. The project includes construction of three proposed flood control basins totaling over 1,000 feet of storage and more than 17,000 linear feet of various size storm drain pipe and box culverts, together with inlet and outlet facilities. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor downstream of the proposed project; in particular, on Main Street, one of the highest volume streets in the city. The project will enhance quality, reduce the region's dependence on imported water supplies, and simulate economic development.
- **Sierra Avenue Widening Project**, *City of Fontana, CA* - Mr. Musser provides survey services to the City of Fontana for the Sierra Avenue Widening Project. The project is approximately 1 mile of widening for the City's primary north south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B

undergrounding work. He is currently responsible for management of utility coordination, right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. While providing these services to the City, Mr. Renner has represented the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.

- **On-Call Survey and Map Checking Services,** *City of Calimesa, CA* - Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Survey and Map Checking Services,** *City of Hesperia, CA* - Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Map Checking Services,** *City of Upland, CA* - Mr. Musser provides on-call map checking services to the City of Upland. Mr. Musser is providing map checking services for several tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Map Checking Services,** *City of Wildomar, CA* - Mr. Musser provides on-call map checking services to the City of Wildomar. Mr. Musser is providing map checking services for several tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.



Prepared by:

TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

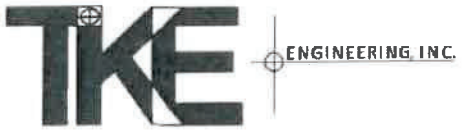
EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Design Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES

EXHIBIT "C"
COMPENSATION RATES AND REIMBURSABLE EXPENSES



RATE SCHEDULE
2023– 2024

	HOURLY RATE
Principal in Charge	$180.00
Project Manager/Construction Manager/Licensed Surveyor	$170.00
Traffic Engineer (TE)	$160.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$160.00
Assistant Project Manager/Associate Engineer	$150.00
Assistant Engineer/Plan Checker/Designer	$140.00
AutoCAD Technician	$130.00
Engineering Technician	$100.00
Clerical	$ 90.00
Forensic Engineering	$275.00
Expert Witness Testimony	$375.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$250.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$130.00
Construction Inspector (Prevailing Wage)	$120.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennis Mejia Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 20

SUBJECT: PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL PROJECT MANAGEMENT SERVICES

RECOMMENDATION: That the City Council approve three-year Professional Services Agreements with five firms to provide On-Call Project Management Services in the amount of $200,000 per year for a three-year total not-to-exceed amount of $600,000 for each firm; and authorize the City Manager, or his designee, to execute said Agreements and future amendments within the authorized limits.

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

FISCAL IMPACT: The Fiscal Year 2024-25 Proposed Capital Improvement Program (CIP) Budget includes appropriations in the Water and Sewer Capital Funds for on-call project management services. Additional appropriations will also be included in future annual budgets presented to council for approval. There is no impact to the General Fund.

The proposed firms have agreed to fixed billing rates set forth in their respective Agreements on an on-call, as-needed basis for the first year and will have an option to negotiate for hourly rate increases not to exceed 3% per year for the additional years. At the City's discretion, up to two additional one-year extensions may be executed.

BACKGROUND & ANALYSIS: The City's Water and Sewer Master Plans recommend numerous capital improvement projects to maintain water and sewer service reliability to the community. The City's sewer system includes approximately 450 miles of pipeline, about 40% of which is more than

50 years old. Similarly, the City's water system includes approximately 630 miles of pipeline, about 20% of which is more than 50 years old. Replacement and maintenance of aging and undersized facilities is a part of the City's ongoing CIP to maintain the reliability of water and sewer services to the residents and businesses of Ontario.

Over the next three years, Ontario Municipal Utilities proposes to engage these firms to provide construction management support services on various CIP projects scheduled for construction. Anticipated projects include Advanced Metering Infrastructure Antenna Towers Phase II, Pressure Reducing Station Rehabilitation, Onsite Chlorine Generation Upgrades, various Citywide water and sewer main improvements, and sewer service lateral installations. Concurrently planning and design efforts are occurring for other CIP projects included in the current CIP budget. There are approximately 60 water and sewer projects totaling approximately $230 Million in design and construction scheduled for the next three years.

Due to the volume of projects, Staff is recommending Agreements to be awarded to a total of five qualified firms to ensure timely and cost-effective options for each project. Additionally, Staff is recommending that all Agreements be executed between the firms and the City so that any City Agency can use these firms (other Agencies are required to amend the Agreements for their specific projects and provide funding sources). This procedure reduces overhead costs and increases efficiency in completing critical projects, ultimately resulting in more satisfactory work product delivery.

Firms will be utilized for small and large-scale projects. As projects arise, Staff will request cost proposals from the firms and evaluate. It is anticipated that cost will exceed $200,000 per year based on the amount of Capital projects within the next three years. Once costs exceed the $200,000 limit per year, Staff will bring proposed Amendments to City Council with specific project cost increases.

On December 22, 2023, the City solicited requests for qualifications (RFQ) for On-Call Project Management Services. Twenty bids were received through the City's electronic bid management system in response to Bid No. 1739. Responses from the following companies were evaluated:

Company	**Location**
AKM Consulting Engineers Inc.	Irvine, CA
Anser Advisory Management LLC	Irvine, CA
Ardurra Group, Inc.	Tampa, FL
Bowman Infrastructure Engineers Ltd.	Brea, CA
California Professional Management	Rancho Cucamonga, CA
CCK & Associates Construction Inc.	Upland, CA
Cordoba Corporation	Ontario, CA
Cumming Management Group Inc.	Murrieta, CA
DG Jones & Partners USA Inc.	Chicago, IL

EPC Consultants Inc.	San Francisco, CA
FCG Consultants Inc.	Yorba Linda, CA
Griffin Structures, Inc.	Irvine, CA
Interwest Consulting Group Inc.	Ontario, CA
Jenkins/Gales & Martinez Inc.	Los Angeles, CA
Ladayu Consulting Group	Palos Verdes Estates, CA
Pacific Pros Consultants Inc.	Aliso Viejo, CA
Project Partners Inc.	Laguna Hills, CA
TKE Engineering Inc.	Riverside, CA
Transtech Engineers Inc.	Chino, CA
Z&K Consultants Inc.	Riverside, CA

Using a qualifications-based selection process, a panel of City Staff reviewed the statements of qualifications for all companies that submitted a response to the RFQ. Anser Advisory Management LLC., Ardurra Group Inc., Z&K Consultants Inc., FCG Consultants Inc., and AKM Consulting Engineers Inc., were determined to be the most qualified firms. The recommendation to award Professional Services Agreements to these firms is based on their broad range of expertise as demonstrated by their services provided to municipal agencies and capability to perform the work in a timely manner.

CITY OF ONTARIO

303 EAST B STREET | ONTARIO, CALIFORNIA 91764

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____ ___, **2024**, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Z&K Consultants, Inc.**, a **CORPORATION**, with its principal place of business at **17130 Van Buren Blvd, Suite 122, Riverside CA 92504** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **construction management and inspection services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **On-Call Project Management Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **construction management and inspection** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All

Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027,** unless earlier terminated as provided herein The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Thousand Dollars** (**$600,000**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of

Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Crystal Fraire, PE, QSD/P, Nadeem Syed, PE, QSD/P, Amy Czajkowski, PE, CCM, QSD/P, Brittany Duhn, PE, QSD/P, Lisa Naslund, PE, QSD/P, and Pernilla Brandt BSCE..**

3.3.5 City's Representative. The City hereby designates **Dennis Mejia (Utilities Engineering Division Manager)** or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Zack Faqih, PE, Principal-in-Charge**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation.

Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's

failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on

a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations

otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

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

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

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903

(2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Z&K Consultants, Inc.**
17130 Van Buren Blvd, Suite 122
Riverside, CA 92504
ATTN: **Zack Faqih**

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: **Dennis Mejia, P.E., Utilities Engineering Division Manager, OMUC**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required

by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND Z&K CONSULTANTS, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____

Scott Ochoa
City Manager

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

City Clerk

Z&K CONSULTANTS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting project management to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of four (4) qualified firms to assist with On-Call Project Management Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various project disciplines (e.g. Architecture, Capital Improvement, Facilities Maintenance, Public Works, Water and Wastewater Distribution, Water Facilities, Extended Staff Services, etc.) with the intention of maintaining a list of multiple qualified prime consulting firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Professional Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL PROJECT MANAGEMENT SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Project Management Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Professional Services Agreement for further requirements.

Expected services to be provided under this on-call contract are as followed:

ACHITECTURAL PRE-QUALIFICATION

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

ARCHITECTURAL BIDDING and SELECTION

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

DESIGN and CONSTRUCTION DOCUMENTS

- Attend meetings and prepare Meeting Minutes.
- Attend job-walks with architect and engineers
- Review plans at various stages and provide comments
- Provide support as required
- Review the 60 and 90% Plans and Specifications to identify potential errors, omissions, National Electric Code and coordination issues.
    - Detailed review of the Electrical drawings, Latter Logic, Relay logic, Control Logic, verification of the Instrumentation and Mechanical Drawings, and confirm that all electrical equipment are properly shown at their corresponding placements with their required signals, tagging, SCADA network connectivity, Verify all needed points and PLC Address on a list etc.
- Ensure all submittal comments have been addressed in the 100% package.

CONTRACTOR PRE-QUALIFICATION

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

CONTRACTOR BIDDING and SELECTION

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

PRE-CONSTRUCTION

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

CONSTRUCTION

- Monitor quality of construction via regular job-site inspections.
- Prepare, monitor, report periodically, and revise, as needed the Project Schedule.
- Prepare, monitor, report periodically, and revise, as needed the Project Budget.
- Attend weekly construction meetings, and provide meeting minutes, distributed to all parties
- Photograph site weekly and archive photos
- Monitor all standard construction documentation, including submittals, RFI's, etc.
- Review all contractor change orders for scope and cost approval.
- Review and monitor payment of all contractor and vendor invoices.
- Attend punchwalk on behalf of Client
- Monitor punch-list progress and completion to 100%
- Assist during punchlist period for complaints, modifications, etc.
- Provide support as needed
- On-site inspection services to ensure all electrical scope of work complies with the conformed set of plans and specifications.
    - Inspection team to be knowledgeable of all electrical, instrumentation, control logical, Discrete Input/Outputs, Analog (4-20ma) Inputs/Outputs and all SCADA/RTU systems at the project site.

FIXTURIZATION

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

POST-CONSTRUCTION

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

ACCOUNTING AND PROJECT CLOSE-OUT

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









REQUEST FOR QUALIFICATIONS FOR ON-CALL PROJECT MANAGEMENT SERVICES

Z&K CONSULTANTS

FEBRUARY 2, 2024

Z&K CONSULTANTS
BUILDING SOLUTIONS

1. EXECUTIVE SUMMARY

February 2, 2024

Purchasing Department
303 East "B" Street, Ontario, CA 91764

Subject: Request for Qualifications for On-Call Project Management Services

Dear Purchasing Department,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of Ontario for **Project Management Services**. Z&K specializes in the provision of Project Management, Program Management, Construction Management, Construction Inspection, Construction Administration, Pre-Construction Inspection, Staff Augmentation, and other Engineering Consulting Services. The Z&K Team has held numerous similar contracts for local agencies.

Z&K is proposing the same experienced team members that successfully managed Architectural Projects, Capital Improvement Projects, Design and Construction Projects, Facilities Maintenance Projects, Public Works Projects, Water and Wastewater Distribution, Water Facilities including pressure reducing stations, reservoirs, and treatment plants, and as-needed Project/Construction Management Services (Extended Staff Services). This Team works efficiently and with great comradery with City staff to achieve the community's goals.

Z&K has successfully held **over 50 On-Call** (Project Management, Construction Management, and Construction Inspection) contracts in the last 5 years.

Z&K is proud to team up with Ardurra to deliver excellent project management services to the City of Ontario. Our team members' versatile experience in Project Management Services of major projects and staff augmentation for the local jurisdictions makes the Z&K team uniquely qualified to provide the requested services. We have a track record of performing outstanding services on similar projects through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions. Z&K is proud of our reputation for having seasoned personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding service for the community.

The Z&K Team is prepared to quickly provide exceptionally qualified personnel. Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of the contract to deliver successful projects. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFQ. Our team can assist the City with all aspects of the requested services. Z&K commits to providing our best Project Management services for timely project completion.

The Z&K Team offers many unique strengths and advantages for this contract, including:

- Z&K works extensively with numerous local cities and agencies providing similar services to the RFQ. Many of these contracts have multiple extensions.
- Z&K is a Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE).
- Our team has reviewed the City of Ontario's CIP list and have extensive similar experience. We have current and in-depth **knowledge of the project types and has delivered over 500 Projects similar to the upcoming Projects that the City of Ontario anticipates**, including: Architectural Projects, Capital Improvement Projects, Design and Construction Projects, Facilities Maintenance Projects, Public Works Projects, Water and Wastewater Distribution, Water Facilities including pressure reducing stations, reservoirs, and treatment plants, and as-needed Project/Construction Management Services.
- Our team has experience successfully delivering projects within San Bernardino County and are local to the City of Ontario.
- Z&K has a great depth of resources with over 40 Project Mangers, Construction Managers, and Inspectors on-staff. Our team has an unmatched depth or resources and expertise on similar projects.
- Key Personnel possess all necessary licenses and registrations required for this project.
- Z&K Team provides **better project management quality** because our PMs are multi-disciplined and have construction and engineering backgrounds.
- Z&K Team has already prepared a Risk Matrix outlining critical elements to be top priority for typical similar projects to the projects that are in design and progress at the City of Ontario.

Our proposed key personnel are familiar with the City of Ontario's upcoming CIP projects and know the community well. The Z&K Team has carefully examined the project's requirements to identify key personnel best suited to deliver excellent project management services for this project. Our Team is composed of experts in Architectural Projects, Capital Improvement Projects, Design and Construction Projects, Facilities Maintenance Projects, Public Works Projects, Water and Wastewater Distribution, Water Facilities including pressure reducing stations, reservoirs, and treatment plants, and as-needed Project/Construction Management Services.

Z&K CONSULTANTS
BUILDING SOLUTIONS

Z&K commits to providing our best project management services and all related services, such as construction management and inspection services for timely project completion. We will dedicate the necessary resources to complete each assignment on time and within budget.

Our team is available, committed, and eager to begin work on these projects. We welcome this opportunity and look forward to working with the City of Ontario to successfully deliver these important projects. Our key personnel will be assigned to the project for the entire duration and will not be removed or replaced without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules.

Our team currently holds over 50 On-Call Contracts with local cities and agencies, including the following:

- City of Lake Forest
- City of Irvine
- City of Newport Beach
- City of El Segundo
- City of Chino
- City of Rancho Pales Verdes
- City of Manhattan Beach
- City of Irwindale
- City of San Bernardino
- City of San Marino
- Long Beach Utilities
- WMWD
- LA County Public Works
- City of Lancaster
- City of Oceanside
- City of Norco
- City of Pomona
- City of Corona
- City of Beaumont
- City of Temecula
- City of Moreno Valley
- County of Los Angeles
- City of Eastvale
- City of Lancaster
- County of Riverside
- City of Laguna Beach
- City of Santa Monica
- City of Costa Mesa
- City of Compton
- City of Torrance
- City of San Marino
- City of Alhambra
- City of Norwalk
- City of Rosemead
- City of Costa Mesa
- City of Carson
- City of South Gate
- Riverside Public Utilities
- San Bernardino Municipal Water

We understand the Design and Construction Guidelines found on the City's website. We are a knowledgeable and responsive professional consulting firm and possess the expertise and resources to provide comprehensive coordination with various stakeholders in achieving the City's adopted goals and objectives. Z&K will maintain positive working relationships with all City staff as well as other consultants; possess the ability to think through project issues and recommend possible solutions early in the process on regulatory, technical, administrative, and managerial levels; coordinate and accomplish small and large tasks in a well-organized manner; communicate effectively in a public sector setting; and are enthusiastic about working as a team with City staff.

All contains of this Proposal shall remain valid for a period of not less than 120 days from the date of submittal. Z&K Consultants, Inc. does not have any exceptions to the language in the RFQ documents and does not have any language modifications to the contract language.

I will serve as the primary contact person for all communications pertaining to the proposal for the full duration of the contract. I am authorized to bind the firm to fulfill the commitments contained in the proposal. Z&K understands the scope of services to be provided and has the overall ability and qualifications to conduct the work and provide services as it relates to key points in the RFQ. By signing below, I attest that all information submitted is true and correct. We acknowledge Addendum No. 1 dated January 17, 2024, Q&A Set 1 dated January 3, 2024, Q&A Set 2 dated January 9, 2024, and Q&A Set 3 dated January 17, 2024. **We are excited about this opportunity to serve the City of Ontario are committed to the successful and early completion of these important projects.**

Sincerely,

Zack Faqih, PE
Principal-in-Charge, Management Contact
Z&K Consultants, Inc.
17130 Van Buren Blvd. Suite 122
Riverside, CA 92504
949.637.5040 | zfaqih@zandkconsultants.com

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Z&K CONSULTANTS
BUILDING SOLUTIONS

3. IDENTIFICATION OF PROPOSER

Z&K Consultants, Inc. has successfully held over 50 similar on-call contracts, including Project Management, Construction Management, and Inspection services, in the last 5 years. Z&K understands the nature of on-call contracts and has the depth of resources and expertise required to properly service those contracts. Z&K has managed on-call contracts throughout the region and has a strong understanding of how to effectively address project issues and the needs of public agencies, and we are keenly aware of community impact. Z&K has extensive experience in streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures, sports fields projects, and other related projects.

Z&K Consultants, Inc. Information	
Firm's Legal Name	Z&K Consultants, Inc.
Firm Certifications	**DBE, SBE, WBE**
Legal Form of Company	Corporation
Parent Company	N/A
Corporate & Local Office Address	17130 Van Buren Blvd, Suite 122, Riverside, CA 92504
Contact Person	Zack Faqih, Principal-in-Charge/Management Contact
Telephone Number	949.637.5040
Website Address	www.zandkconsultants.com
Email Address	zfaqih@zandkconsultants.com
Business License No.	Will be procured upon selection

We maintain an extensive history of working with various local agencies. Throughout the completion of many projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers, and contractors. We have successfully delivered projects in a timely and cost-effective manner and have acquired an understanding of local agency requirements. Z&K is proud of our reputation for having seasoned project management personnel and of the industry's recognition of our ability to deliver improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

Z&K team have worked on the following agencies performing on-call services which have been completed on time and within budget.

- City of Alhambra
- City of Beaumont
- City of Bell
- City of Carson
- City of Chino
- City of Compton
- City of Corona
- City of Costa Mesa
- City of Eastvale
- City of El Segundo
- City of Hemet
- City of Irwindale
- City of Laguna Beach
- City of Lake Forest
- City of La Mirada
- City of Lancaster
- City of Manhattan Beach
- City of Moreno Valley
- City of Newport Beach
- City of Norco
- City of Norwalk
- City of Oceanside
- City of Palm Desert
- City of Pomona
- City of Rancho Pales Verdes
- City of Riverside
- City of Rosemead
- City of San Bernardino
- City of San Marino
- City of Santa Monica
- City of South Gate
- City of Temecula
- City of Torrance
- County of Los Angeles
- County of Riverside Transportation Department
- County of San Bernardino
- Long Beach Water Department

With a large contingent of local resources to draw from, the Z&K project team can respond to whatever needs may arise. By effectively managing a balanced client workload among our staff, Z&K can respond promptly to meet with the City. This helps keep the project momentum moving forward so that the Z&K team is in place and ready to work within days of receiving a Notice to Proceed. Consistent with our proven long-term approach to large municipal on-call contracts, Z&K has the technical expertise and experience to provide all project types as requested in the RFQ. Our Team will perform the work on the specified project for the entire duration of the project unless requested or approved by the City. We understand that no staff substitution is allowed. We will monitor our approved budget and notify the City of additional work outside of contracted scope of work prior to performing such additional work.

Z&K's keys to success on this on-call contract includes our responsiveness, understanding of the City's needs, capability and availability of qualified staff, and our historically successful comprehensive project management approach for on-call, multiple-task, multiple-year contracts. Z&K will commit sufficient resources to adequately handle varying workloads that may result from multiple task orders progressing simultaneously, but technical strengths and resources are only of value if those resources can be well managed. The Z&K approach to effective project management starts with scope, schedule, and budget development, signed contracts, and kickoff meetings. The project management concepts for the duration of each task and the overall contract are then organized around a core framework of communication, coordination, thorough documentation, and quality control for each submittal on each task.

All proposed staff possess the certifications and licenses required to provide professional Project Management services. Our staff licenses include registered civil engineers, traffic engineers, QSD/QSP, ICC Certified in all trades, certified plan reviewers, and Certified Building Officials for building projects. Our team has specialized project management training. The Z&K team understands the importance of meeting deadlines in a timely manner. We commit to providing adequate staffing (both as to number of personnel and their qualifications) for every task. Our approach is flexible and adaptive to each task, and we can also commit to making use of personnel from other offices throughout the company and bringing on additional staff. Z&K is capable to scale up or down as needed with a focus on our unmatched responsiveness.

4. STAFFING RESOURCES

Z&K has a depth of resources to provide the requested services to the City. In addition to project management personnel, we have support staff and extensive construction management, inspection, and office engineer/document control personnel available to the City as needed. Z&K has identified Ms. Crystal Fraire, PE, QSD/P, Mr. Nadeem Syed, PE, QSD/P, and Ms. Amy Czajkowski, PE, CCM, QSD/P (Ardurra) as the three (3) persons who will be principally responsible for working with the City. We understand that if Z&K is chosen as a finalist, these principal individuals must attend the interview and in-person presentation. Resumes are included in Appendix A.

ORGANIZATION CHART



SUBCONSULTANT | ARDURRA

ARDURRA

We are proud to Team up with Ardurra to provide additional Project Management Services. Ardurra focuses on several key service areas, including public works/civil planning, design and construction management, water/wastewater planning design and construction management, environmental, land development, emergency management, electrical engineering, structural engineering, and survey, as well as public outreach, code compliance enforcement, and grant administration. With an emphasis on practical, proven, and cost-effective solutions, Ardurra's capabilities are focused on the planning and design of roadway and utility improvements, as well as managing multi-project capital improvement programs for public agencies. Ardurra's reputation for providing quality services has been confirmed by its ongoing relationships and extended contracts with agencies throughout the region with projects such as street reconstruction/rehabilitation, landscape/median enhancements, traffic and transportation engineering, hydrologic and hydraulic (H&H) analyses and reports, sewer and storm drain improvements, water/sewer/recycled water pipelines, pump stations, and storage facilities.

STAFFING CHART

Z&K Consultants, Inc. has first-hand experience on the expectations and requirements to make the City's Projects a success. These are important Projects for the City, community, and Councilmembers. We understand the staff effort needed to complete these projects on time and within budget.

Key Personnel Staffing Chart **Legend** • **Z&K Consultants, Inc.** • **Ardurra**	Project Management	Construction Management	Construction Inspection	Architectural Projects	Capital Improvement Projects	Design & Construction Projects	Facilities Maintenance Projects	Public Works Projects	Water & Wastewater Distribution	Water Facilities Projects	Pressure Reducing Stations	Reservoirs & Treatment Plants	As-Needed PM/CM Services	Extended Staff Services	Pre-Qualification	Bidding & Selection	Design & Construction Docs	Constructability Reviews	Pre-Construction Phase	Construction Phase	Post-Construction Phase
SENIOR PRINCIPAL PROJECT MANAGERS (PRINCIPALLY RESPONSIBLE FOR WORKING WITH THE CITY)																					
Crystal Fraire, PE, QSD/P •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nadeem Syed, PE, QSD/P •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amy Czajkowski, PE, CCM, QSD/P •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SENIOR PROJECT MANAGERS																					
Brittany Duhn, PE, QSD/P •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lisa Naslund, PE, QSD/P •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pernilla Brandt, BSCE •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Anthony Flores, BSCE, EIT •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Anissa Voyiatzes, PE, QSD, ENV SP •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Omar Alameddine, EIT •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
CONSTRUCTABILITY REVIEWERS																					
Anthony Flores, BSCE, EIT •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amy Czajkowski, PE, CCM, QSD/P •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SCHEDULER/ESTIMATOR																					
Anthony Flores, BSCE, EIT •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SWPPP/ENVIRONMENTAL SPECIALISTS																					
Lisa Naslund, PE, QSD/P •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Anissa Voyiatzes, PE, QSD, ENV SP •	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

PROFESSIONAL AND QUALIFIED TEAM | The key to a successful project is a highly qualified and well-managed team. We offer the City a cohesive, talented team of licensed and certified professionals. Our Professionals are recognized as leaders in the industry and will act as a seamless extension of Staff. Our Project Management professionals keep these key objectives in mind: Quality services and project deliverables; Time and budget efficiency; Adherence to quality and assurance standards; Constant communication; and Application of technical and practical expertise.

Z&K has carefully selected this "A-Team" and has committed our most qualified staff for the duration of the contract. The project team is committed 100% to this contract and all proposed personnel will be available to perform the requested services as required by the City of Ontario. Our staff will deploy efforts as the project schedule and construction activities dictate. We will reallocate staff hours, when possible, for cost savings to the City. By using highly qualified multi-disciplined inspectors, we are able to provide a cost of service well under industry standard.

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract and through the completion of the scope of services. Our proposed and fully committed team is fully capable and exceptionally qualified. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.

KEY PERSONNEL BIOS

All proposed staff possess the certifications and licenses required to provide professional construction management and inspection services. Our staff licenses include registered civil engineers, traffic engineers, QSD/QSP, ICC Certified in all trades, certified plan reviewers, and Certified Building Officials for building projects. Our team has specialized project management and construction management training.

Crystal Fraire, PE, QSD/P | Senior Principal Project Manager



Ms. Fraire has provided Program and Project Management for numerous projects totaling over $600M. She has successfully delivered over 300 capital improvement projects ranging from water/wastewater projects, street improvements, pavement rehabilitations, storm drain improvements, parks, bridges, culverts, traffic signal improvements, pipeline projects, wells, tanks, and various other public works projects. She has thorough knowledge of project management of public works and capital improvement projects including water and wastewater projects, involving flood risk management, water conservation facilities, water mains, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances, reservoirs, channels, and storm drains, as well as access roads, culverts, and bridges. She is knowledgeable of the latest construction practices and requirements, communicates effectively, and possesses computer usage and writing skills. Her experience includes an extensive background in construction management and inspection, construction contracting, project management, quality control and assurance, and project coordination She has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff.

Nadeem Syed, PE, QSD/P | Senior Principal Project Manager



Mr. Syed has over 29 years of experience in project management, construction management, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management and has successfully delivered over 30 street rehabilitation projects. He spent 20+ years in engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park. These capital projects have included parks, storm drain, street improvement, pavement rehabilitations, slurry seal, traffic signal, ADA improvements, pedestrian safety, concrete work including sidewalk, curb, gutter, ADA ramps, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings. Mr. Syed participates in developing department budgets, conducts training and performance evaluations to staff, establishes an Assessment District for construction of sewer main line and streetlights, develops master plans for citywide projects, and he successfully applies for various grants such as HES, SR2S, and ATP grants.

Amy Czajkowski, PE, CCM, QSD/P | Senior Principal Project Manager (Ardurra)
Additional Position: Constructability Reviewer



Amy has nearly 30 years of experience in system planning, design engineering, and construction/project management of public utilities infrastructure projects. She has expertise in contract administration and change order management and knowledge of the roles and responsibilities of complex construction. She shares this knowledge and experience by teaching a Certified Construction Manager (CCM) course in Contract Administration, which specializes in fulfilling contract compliance. Amy is recognized for her project management, thorough design review and plan checking, and ability to work with a variety of contractors and permit applicants. An additional specialty of hers is stormwater management, which includes design services, assisting with permitting compliance, and performing inspection for effectiveness of BMP systems during construction. She has conducted master plans for water and sewer services, assessed impact fees, and developed capital improvement programs to ensure adequate service. She has managed onsite capital improvement projects and served as extension of staff acting on behalf of the client. Amy's engineering design experience includes pump and lift stations, conveyance systems, reservoir storage, and treatment facilities.

Brittany Duhn, PE, QSD/P | Senior Project Manager



Ms. Duhn has extensive experience in project management, program management, construction management, office engineering, contract administration, document control, and labor compliance oversight. She has successfully managed streets, CIPs, Public Works Projects, Water/Wastewater Projects, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures, and sports fields projects. She has managed over $500M in Projects during the design and construction phases. Her experience includes an extensive background in construction management and inspection, construction contracting, project management, quality control and assurance, and project coordination. She has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. She has provided Project Management services for all stages of projects, from design to construction.

Lisa Naslund, PE, QSD/P | Senior Project Manager
Additional Position: SWPPP/Environmental Specialist



Ms. Naslund has over 28 years of project management experience for various major capital improvement projects. Projects Ms. Naslund have successfully delivered are bridges, interchanges, transportation, street improvements, roadway widenings, bridges, water and wastewater projects, involving flood risk management, water conservation facilities, water mains, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances, reservoirs, channels, and storm drains, as well as access roads, and culverts. Ms. Naslund has extensive experience performing design reviews, constructability reviews, scheduling, managing consultants, interfacing with permitting agencies, reviewing billings and contracts for scope of work, preparing staff reports, preparing RFPs, preparing and administering bids, creating LID reports, performing hydrology calculations, preparing SWPPP, plan check, and designing and preparing tract and parcel maps. Ms. Naslund has extensive experience delivering projects within schedule and budget and collaboratively assisting agencies as an extension of staff.

Pernilla Brandt, BSCE | Senior Project Manager



Ms. Brandt is a seasoned engineer with over 20 years of experience in engineering design and management specializing in municipal, commercial and residential projects. Extensive experience in all aspects of engineering project leadership including strategic planning, engineering and architectural specifications and drawings, scheduling, resource allocations, reporting, and cross-functional team collaboration. Continually exceeds expectations by building valuable relationships and works well with people at all levels of an organization including management, team members, contractors, and clients. Ms. Brandt has extensive experience performing design reviews, constructability reviews, scheduling, managing consultants, interfacing with permitting agencies, reviewing billings and contracts for scope of work, preparing staff reports, preparing RFPs, preparing and administering bids, creating LID reports, performing hydrology calculations, preparing SWPPP, plan check, and designing and preparing tract and parcel maps.

Anthony Flores, BSCE, EIT | Senior Project Manager
Additional Positions: Constructability Reviewer& Scheduler/Estimator



Mr. Flores has experience in project management, construction management, contracting, field investigation, project management, and quality control for numerous capital improvement projects and federally funded projects, involving street improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Flores has a thorough understanding of Cal-OSHA practices and procedures, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials. Additionally, Mr. Flores is familiar with Caltrans field and construction office procedures, with experience assisting in inspection to assure compliance with plans and specifications, assisting in preparation of contract change orders, contract estimates, and progress payments, coordinating field testing of materials for compliance with project specifications and the Caltrans Quality Assurance Program, maintaining accurate project records, performing analytical calculations, and monitoring Contractor progress by preparing progress reports as required.

Anissa Voyiatzes, PE, QSD, ENV SP | Senior Project Manager (Ardurra)
Additional Position: SWPPP/Environmental Specialist Estimator



Anissa Voyiatzes has 29 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included bikeway, roadway widening, rehabilitation, ADA compliance evaluation and improvements, complete streets and streetscape projects, utility engineering, site grading, traffic engineering, flood control facilities, drainage systems, sewer and water systems, parking lots and retaining walls. Anissa specializes in public works engineering projects that incorporate sustainable design practices.

Omar Alameddine, EIT | Senior Project Manager (Ardurra)



Omar Alameddine brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has delivered projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has also managed and inspected construction of recreational facilities such as soccer fields, public parks and a dog park, public facilities, domestic water, sewer, and drainage improvements. Clients appreciate Omar's penchant for precision and thorough documentation.

This "A-Team" has worked together in this same capacity on multiple contracts. In addition to their extensive project specific experience, this team has great synergy and works very well together as well as with City Staff. All above key members are local to the area and are excited about the opportunity to improve their community. Our strategic and efficient staffing approach also results in significant cost savings to the City of Lawndale. We are confident that our proposed "A-Team" will provide outstanding customer service and cost savings for the City.

6. EXPERIENCE AND TECHNICAL COMPETENCE

Z&K specializes in the provision of Project Management, Program Management, Construction Management, Construction Inspection, Construction Administration, Pre-Construction Inspection, Staff Augmentation, and other Engineering Consulting Services. The Z&K Team has held numerous similar contracts for local agencies. Our Team is comprised of Senior Personnel who are leaders in our industry. Z&K Consultants' experience, technical and professional skills will ensure that we can meet the goals and fulfill the general functions identified in the RFQ. Z&K has conducted business for over 15 years providing the required scope of services for public clients. Our Team is familiar with the City of Ontario and have local experience and knowledge of the City.

Z&K is proposing the same experienced team members that successfully managed Architectural Projects, Capital Improvement Projects, Design and Construction Projects, Facilities Maintenance Projects, Public Works Projects, Water and Wastewater Distribution, Water Facilities including pressure reducing stations, reservoirs, and treatment plants, and as-needed Project/Construction Management Services (Extended Staff Services). This Team works efficiently and with great comradery with City staff to achieve the community's goals. We have a track record of performing outstanding services on similar projects through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions. Z&K is proud of our reputation for having seasoned personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding service for the community.

The Z&K Team is prepared to quickly provide exceptionally qualified personnel. Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of the contract to deliver successful projects. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFQ. Our team can assist the City with all aspects of the requested services. Z&K commits to providing our best Project Management services for timely project completion.

PROJECT EXPERIENCE

The Z&K Team has successfully performed Project Management, Construction Management, and Construction Inspection for projects for numerous public agencies. **The following projects have been completed on time and within budget.**

Our Projects include the following similarities to the City of Ontario's upcoming projects:

- ✓ Street Improvements
- ✓ Bridge Projects
- ✓ Bike Trails
- ✓ Drainage Improvements
- ✓ Park Projects
- ✓ Buildings
- ✓ Open Space Amenities
- ✓ Landscaping Improvements
- ✓ Traffic Signal Improvements
- ✓ Playground Equipment
- ✓ Shade Structures
- ✓ Sewer and Storm Drain Improvements
- ✓ Pavement Rehabilitation
- ✓ Concrete & Sidewalks
- ✓ Facility Projects
- ✓ Driveway Aprons
- ✓ ADA Ramps
- ✓ Signing, Striping, Markings, & Pavement Legends
- ✓ Traffic Signal Loops
- ✓ Water Valves & Meters
- ✓ Street Widenings
- ✓ Project Management
- ✓ Construction Management
- ✓ Design Review
- ✓ Bidding Assistance
- ✓ SWPPP Review
- ✓ Traffic Control
- ✓ Geotechnical and Material Testing Coordination
- ✓ Public Relations Management
- ✓ Labor Compliance Oversight
- ✓ QA/QC

TRANSPORATION PROJECTS

CITY OF LAKE FOREST | STREET RESURFACING OF GLENN RANCH ROAD FROM PORTOLA TO EL TORO AND PRE-CONSTRUCTION INSPECTION SERVICES FOR SLURRY SEAL ZONE F AND ARTERIAL SLURRY SEAL JERONIMO AND MUIRLANDS FROM LOS ALISOS TO BAKE

The Z&K Team is providing Project Management, Construction Management, Construction Inspection, Pre-Construction Inspection, and Contract Administration Services for these projects, which involves the street resurfacing and the slurry seal. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, concrete improvements, ARHM pavement, AC base course, aggregate base, signing, striping, markings and pavement legends, removal and replacement of PCC curb ramps, removal and replacement of PCC sidewalk, bike lane traffic loops, Type E traffic loops, dig-outs, sewer and storm drain manhole adjustments, and water valves adjustments.

Z&K has successfully delivered over 50 street improvement projects over the past 5 years.

CITY OF COSTA MESA | CITYWIDE PARKWAY MAINTENANCE & STREET REHABILITATION PROJECT

Z&K Consultants, Inc. is providing Construction Management and Project Management Services for this citywide street improvement program in the City of Costa Mesa. This project includes street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control.

CITY OF CHINO | SLURRY SEAL PROGRAM (VARIOUS LOCATIONS CITYWIDE)

Z&K Consultants Inc. is providing Project Management, Construction Management, and Inspection oversight services for this Project which includes street rehabilitation and slurry seal of various streets, including, Pipeline Ave from City Limits to City Limits, Chino Ave from City Limits to City Limits and Schaefer Ave from City Limits to City Limits. Scope of work includes pavement improvements, street resurfacing, crack sealing, slurry seal, localized dig-outs, striping removal/install, and traffic loop detectors.

CITY OF CHINO | ALLEY/SANITATION REHABILITATION PROJECT

Z&K Consultants Inc. is providing Project Management and Construction Management for this Project which includes removal of existing alley pavement and base section to construct new AC pavement section and ribbon gutter in multiple alleys in the City of Chino. Scope of work includes new PCC drive and alley approaches, curb and gutter, 4' PCC alley gutter, new AC pavement section over compacted crushed miscellaneous base, and the construction of several block walls.

CITY OF SAN BERNARDINO | STREET REHABILITATION PROGRAM (30+ MAJOR CITY STREETS)

Z&K Consultants, Inc. is providing Project Management, Construction Management and Inspection Services for this long-term, on-call contract with the City of San Bernardino, which includes street resurfacing and pavement rehabilitation for over 30 major streets and multiple major street intersections in the City. The projects include roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, storm drain and pipeline relocation, traffic signal improvements, traffic control, full depth removal and replacement of asphalt concrete, cold milling and AC overlay of existing asphalt concrete, slurry seal application PCC sidewalk, replacement of existing PCC driveways, driveway approaches, curb ramps, retaining curbs, 3' high retaining wall, parkway culverts, cross gutters, asphalt-concrete pavement, removal and replacement of trees, clearing and grubbing, installation and configuration of multiple traffic loop detectors and bicycle traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, reconfiguration and installation of street lighting, and installation of pavement markings and striping.

CITY OF COMPTON | ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, PHASE 1 & PHASE 2A

Z&K Consultants, Inc. is providing Project Management, Construction Management, Inspection, and Labor Compliance services for this Project. The scope of work consists of roadway and pavement rehabilitation, concrete improvements, asphalt overlay, construction staging, heavily travelled intersections, traffic control, clearing and grubbing, SWPPP preparation, cold mill and overlay, PCC sidewalk, manholes and utility covers, speed humps, pedestrian crossings, ADA improvements, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, alley intersection, driveway and driveway approach, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade. (Two Separate Projects)

CITY OF SAN MARINO | STREET REHABILITATION PROGRAM PHASE 1 & PHASE 2

Z&K Consultants, Inc. provided Project Management and Construction Inspection Services for this program, which consisted of citywide roadway pavement rehabilitation. The program's improvements included construction of roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, cold-milling asphalt concrete pavement and re-paving with hot mix asphalt (HMA) and asphalt rubber hot mix (ARHM), clearing and grubbing, , localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, driveways and driveway approaches, installing speed humps, adjusting utility frames and grates, inspection and replacement of sewer manholes, water valves, water meters, and storm drain manholes, preparation and implementation of SWPPP and temporary construction BMPs, and providing temporary traffic control. (Two Separate Projects)

CITY OF NORWALK | CDBG LOCAL STREETS REHABILITATION PROJECT

Z&K Consultants, Inc. is providing Construction Management and Inspection services for the Local Streets Rehabilitation Project, funded by the Community Development Block Grant (CDBG) fund. The scope of work includes improvements to concrete appurtenances, including cross gutters, curb and gutters, upgrades of curb ramps to ADA standards, and intersection improvements, traffic signal improvements, bike lanes, underground utility coordination, conduit installation, and rehabilitation of roadway pavement conditions.

CITY OF ROSEMEAD | WALNUT GROVE AVE. RESURFACING PROJECT, PHASE I

Z&K Consultants, Inc. is providing Project Management, Construction Management and Inspection Services for this project, which involves street resurfacing of Walnut Grove Ave., from Marshall St. to Grand Ave. in the City of Rosemead. In addition to street improvements, the project included intersection improvements, removal and replacement of existing AC pavement, cold mill and overlay, asphalt pothole repairs, replacement of PCC sidewalk, removal and replacement of ADA ramps, curb and gutter, bike lane and bike trail, traffic signal modifications, installation of medians, adjustment of manholes and utility covers to grade, installation of specialty and bicycle loop detectors, installation of speed humps, pedestrian crossings, and guardrail and roadway markers.

CITY OF ALHAMBRA | FY 19-20 & 20-21 STREET REHABILITATION PROJECTS

The Z&K Team is performing Project Management, Construction Management, Construction Inspection, and Labor Compliance Services for this project, which consists of the pavement and street rehabilitation of 23 local street segments located south of Mission Road, west of Garfield Avenue, east of Atlantic Boulevard, and north of Valley Boulevard. Improvements include street resurfacing, slurry seal treatment, varying depths of cold mill and overlay, construction staging, full depth removal and reconstruction, concrete improvements such as removal and replacement of broke and off-grade sidewalk, ADA ramps that need updating, broke and off-grade curb and gutter, PCC sidewalk, installation of loop detectors, adjustment of manhole covers and utility covers to grade, driveway aprons in need of repairs, and concrete cross gutter reconstruction. (Two Separate Projects)

CITY OF TORRANCE | RESIDENTIAL & ARTERIAL PAVEMENT IMPROVEMENT PROJECT, I-159/I-139

Z&K Consultants, Inc. is providing Project Management, Construction Management and Construction Inspection services for this project, which consists of pavement improvements to a residential neighborhood and four arterial streets. Improvements include roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, clearing and grubbing, application of slurry seal, cold mill and AC overlay, localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, AC base course, PCC sidewalk, PCC driveways and driveway approaches, access and ramps, and installation of raised pavement markers and City project signs.

CITY OF IRWINDALE | 2021-2022 RESURFACING PROJECT: RESIDENTIAL RESURFACING PHASE I

Z&K provided Construction/Project Management and Inspection for this project. The project included street resurfacing, traffic control, raised crosswalks, speed humps, cold milling and AC overlay of existing asphalt concrete, construction of new curb and gutter, PCC sidewalk, installation and configuration of multiple traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, installation of pavement markings and striping.

CITY OF TORRANCE | ANZA/VISTA MONTANA/PACIFIC COAST HIGHWAY INTERSECTION IMPROVEMENTS

Z&K Consultants, Inc provided Project Management and Inspection services for the Anza/Vista Montana/Pacific Coast Highway Intersection Improvements Project. This Project consists of construction of the Pacific Coast Highway/Anza Intersection Improvements with appurtenances as shown on City of Torrance Plan No.'s ST-1019/SD-517/C- 2019-8/TS-2019-2/ST-1019-TC; curb, gutter, sidewalk, catch basins, curb ramps, raised medians, striping, traffic signal replacement; grind and overlay, and AC pavement; and all other incidental work in this specification document.

ENTERPRISE (WATER, SEWER, STORM DRAIN, AND SANITATION)

CITY OF LAGUNA BEACH | JASMINE STREET STORM DRAIN IMPROVEMENTS CIP NO. 154

Z&K Consultants, Inc is providing Construction Inspection Services for this project for the City of Laguna Beach. The project includes the installation of approximately 2,400 linear feet of storm drainpipe; including the jacking of one 28-inch steel casing and the installation of a 24-inch PVC pipe within the casing beneath North Coast Highway. The work also includes the installation of a Low-flow diversion with a 12-inch PVC pipe, the installation and/or replacement of catch basins, and connecting storm drain laterals at various locations along the project alignment, trenching, the removal and replacement of A.C. pavement and P.C.C. street improvements as required to install storm drain facilities, jacking of 28-inch steel casing, striping, pavement markings, pavement markers, and traffic control.

Z&K has successfully provided CA/CI Services for over 40 water, storm drain, and sewer projects over the last 5 years.

CITY OF VERNON | 50th STREET WATER MAIN REPLACEMENT PROJECT

The Z&K Team is providing Project Management and Inspection Services this Project. The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline and all associated renovations to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, trenching, bedding and backfill, replacement of traffic markings, shoring, over excavation, fill re-grade, temporary and permanent pavement, steel plating, and roadway improvements and repair.

CITY OF FULLERTON | LONGVIEW DRIVE WATER/SEWER MAIN REPLACEMENT & STREET IMPROVEMENTS

The Z&K Team is providing Construction Management and Inspection Services. This water, sewer, and street rehabilitation project for the City of Fullerton included replacing 2,500 LF of an 8-inch ductile iron pipe water main, as well as 2,500 LF of 8-inch vitrified clay pipe (VCP), PVC SDR 26 sewer main, installation of new manholes, removal and replacement of existing sewer and video inspection and abandoning existing water mains and valves. Inspectors provided oversight during operations including pipe welding, trench excavation, shoring, backfill, traffic control operations, and replacement of traffic signals, signing, and striping. The project also included street and drainage improvement work, which included asphalt paving, cold planning, excavation, concrete paving, aggregate base, curb and gutter, access ramps, cross gutter, driveway approach and sidewalk replacement.

LBWD | LADWP HAYNES GENERATING STATION RECYCLED WATER PIPELINE & SEWER PIPELINE PROJECT

Z&K is providing Project Management services for the 24-inch diameter water pipeline. Approximately 7,940 LF and construction estimate of $14M. Pipeline begins at Haynes Generating Station and connect to LBWD 21-inch recycled water pipeline at Atherton Street and Studebaker Road. Project requires extensive coordination with City of Long Beach upcoming public works projects. Project required CEQA, Caltrans permitting, California Coastal Commission, and coordination with LADWP. Z&K is providing project management services for the 14-inch sewer force main. It is approximately 12,930 LF. The pipeline begins at Haynes Generating Station and connects to LACSD 42-in sewer located west of Coyote Creek. Estimated Construction Cost is $15.8M. The pipeline has many crossings, is within Caltrans, SCE, LADWP, and LACFCD right-of-way, and has a perpendicular crossing through SCE right-of-way that will require CPUC. Project requires both CEQA and California Coastal Commission.

CITY OF CHINO | YORBA AVENUE & EUCALYPTUS AVENUE SEWER MAIN REPLACEMENT PROJECT

Z&K is providing Project Management and Construction Management services for this Project. This Project includes the replacement of an existing 10-inch vitrified clay sewer pipe along Yorba Avenue between Murrieta Street and Cheyenne Way. There are two industrial businesses discharging wastewater with combined volumes of approximately 400,000 GPM, when compliant. This number can reach up to 500,000 GPM when non-compliant and causes existing pipes to reach nearly 75% capacity. The project includes an independent sewer flow study to assist the City in a decision to remove and replace or add additional sewer line(s) at these locations.

CITY OF CHINO | CENTRAL AVENUE AND DUPONT AVENUE WATERLINE REPLACEMENT PROJECT

Z&K is providing Project Management and Construction Management services for this Project. The Central Avenue project includes the replacement of a 16" steel to an 18" PVC water main on Central Avenue from Chino Avenue to C Street. The Project will also include the replacement of an 8" steel line on D Street pipe from Central Ave to the alley west of 6th Street.

CITY OF CHINO | STATE STREET WATER TREATMENT PROJECT

Z&K is providing Project Management services for this Project. This project includes the construction of a centralized water treatment plant (WTP) at the City's Reservoir 5 and Well 14 sites. The proposed project is anticipated to include cartridge filters, GAC, IX, and chlorination equipment for a total treatment capacity of 4,000 gpm. In addition, the project includes a 3,800 LF brine disposal pipeline connecting to the Non-recoverable Waste System operated by IEUA and LA County Sanitation, a connection to the City of Montclair sewer system, and a 7,000 LF raw water transmission main from Well 12 to the State Street site. Both Well Pump 12 and Well Pump 14 will be replaced as part of the treatment improvements.

CITY OF OCEANSIDE | SAN LUIS REY (SLR) WASTEWATER TREATMENT PLANT PROJECT

The Z&K Team is providing Construction Management and Inspection Services as a subconsultant for the SLR Wastewater Treatment Plant and Aeration Basin Effluent Piping Replacement project located at the San Luis Rey Wastewater Reclamation Facility. The project scope of work includes the removal and replacement of six (6) 24-inch aeration basin effluent piping, including the installation of new plug valves, fittings, pipe, wall penetrations and installations of gate valves and flow meters or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

VICTORIA AVENUE RECHARGE WATER FACILITY | WESTERN MUNICIPAL WATER DISTRICT

The Z&K team provided Construction Management and Inspection Services for this major capital improvement project for WMWD. This project includes the installation of new groundwater extraction wells to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include mass grading operations, installation storm water basins, a divergent structure, two concrete trapezoidal rerouting channels into the water basin, storm water collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins.

CITY OF BEAUMONT | WASTEWATER TREATMENT PLANT EXPANSION & BRINE PIPELINE PROJECT

The Z&K Team provided Construction Management and Inspection Services for this project. Per the City's NPDES Permit, once flows at the WWTP reached 75% of the permitted capacity, the City is required to begin the planning, design and funding process to expand the plant. In addition to the need for more capacity to serve the City's growing customer base, the City is mandated by the Regional Water Quality Control Board (Regional Board) to upgrade its WWTP to meet groundwater basin objectives. The City of Beaumont's Wastewater Treatment Plant (WWTP) Expansion/Renovation Project includes increased the permitted capacity from 4 MGD to 6 MGD.

PARK AND FACILITY PROJECTS

CITY OF SOUTH GATE | HOLLYDALE COMMUNITY PARK IMPROVEMENTS PROJECT

The Z&K Team provided Project Management, Construction Management and Inspection services for the City of South Gate's Hollydale Community Improvement Project. The project involves the renovation of Hollydale Community Park which is located at 12119 Industrial Avenue, in the City of South Gate. The Project improvements include a new community center, new lighting and electrical systems, concrete improvements, stormwater chambers, new irrigation system and landscaping, site furniture, new playground and exercise equipment, basketball court, block wall fence, construction of a new 1,675 SF community building and other miscellaneous work.

Z&K has successfully delivered over 35 parks and facility projects serving in a similar capacity over the past 5 years.

CITY OF COSTA MESA | JACK HAMMETT SPORTS COMPLEX IMPROVEMENT PROJECT

The Z&K Team is providing Construction Management and Inspection services for the City of Costa Mesa's Jack Hammett Sports Complex Improvement project. Relevant improvements within the project include sports field construction, synthetic turf installation, concrete improvements, parking lot improvements including increase of parking and improved circulation, ADA improvements, electrical runs to the pull boxes for storage buildings within the complex, construction of retaining walls, block wall fencing, replacement of lighting system, irrigation improvements, landscaping, rough and precise grading, foundation improvements, construction and installation of two new storage buildings, and all electrical and mechanical work within the buildings.

CITY OF LAKE FOREST | ARBOR MINI PARKS, VINTAGE AND SUNDOWNER PARKS, BORREGO OVERLOOK, REGENCY, AND RANCHO SERRANO PARKS (SIX (6) PARK IMPROVEMENT PROJECTS)

Z&K Consultants provided Construction Management, Construction Inspection, and Contract administration for the Arbor Mini Parks and Neighborhood Park Renovations, which includes Borrego Overlook, Regency, Rancho Serrano, Sundowner, and Vintage Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways.

CITY OF TUSTIN | VETERANS SPORTS PARK AT TUSTIN LEGACY

Z&K Consultants provided Construction Management and Construction Inspection Services as a subconsultant for the City of Tustin's Veterans Sports Park at Tustin Legacy. This park is the City of Tustin's largest park carved from 31.5-acres. It is bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. This project is 100% locally funded, utilizing several funding sources. Phase 1 of the construction for the Veterans Sports Park is complete and consists of demolition, grading, storm drain, water, reclaimed water, and sanitary sewer installation. The sports park contains a wide variety of recreational facilities such as softball, soccer, tennis, basketball, racquetball, sand volleyball and pickleball. The park includes a passive recreation area, fitness stations, concession/restroom/storage buildings, a veteran's memorial feature, skate plaza, a parking lot, and a children's play environment. Additional relevant park features include lighting installation, retaining walls, synthetic turf, outlet structures, outdoor seating areas, ADA compliant ramps and concrete walkways, ADA compliant parking lot spaces, landscaping, and water features.

CITY OF LYNWOOD | YVONNE BURKE – JOHN HAM PARK COMMUNITY CENTER

Z&K Consultants provided Construction Management and Inspection Services for this new 8,645 SF community center and park. The project includes building improvements, such as a kitchen, multipurpose rooms, administration offices, restrooms, game room, concession room, as well as improvements to the park, such as landscaping, irrigation, retaining walls, block wall fencing, site lighting, concrete walkways, water features, outdoor exercise stations, a natural grass baseball field, outdoor basketball court, covered picnic and barbecue areas, playground equipment, public restrooms, a ¾ mile ADA accessible walkway, outlet structures, and paving improvements. The building is utilizing a dual plumbed system and the site is using reclaimed water for irrigation. The project has required close coordination with SCE, Region Water Quality Control Board, and Los Angeles County Department of Public Health.

CITY OF LA QUINTA | SILVERROCK PARK VENUE SITE

Z&K provided Construction Management and Inspection Services for this Project, which sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work included precise grading, hardscape, landscaping and irrigation, stream and lake construction, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, installation of playground equipment, picnic and BBQ areas, park lighting, construction of an outdoor theater with seating area. Project included traffic control, dust control, SWPPP, 6" PCC paving, 6" concrete vertical curb, 4" concrete rolled curb, over 70,000 SF of decomposed stabilized granite, concrete cross gutter, parking lot signage and striping, ADA curb ramps, ADA parking stalls, fire line, water line, headwalls, and rip rap, drinking fountains, parking lot lighting, and landscaping.

CITY OF SAN BERNARDINO | SECCOMBE LAKE PARK AND PERRIS HILLS PARK

The Z&K Team provided Construction Management and Inspection services for this project, which involved improvements to Seccombe Lake Park and Perris Hills Park. Z&K personnel performed constructability reviews of the project plans and specifications prior to the bid release. The project includes grading, fencing, new CMU restroom buildings, and ADA parking space construction. The project also includes landscaping and irrigation improvements, ADA sidewalk improvements, installation of playground and exercise equipment, installation of horseshoe pits, improvements to a baseball diamond, playground areas, picnic and barbecue areas, and installation of several benches.

CITY OF SAN BERNARDINO | PLAYGROUND EQUIPMENT REPLACEMENT FOR SIX PARKS

The Z&K Team provided Construction Management and Inspection services for this project, which consisted of park improvements to six community parks in the City of San Bernardino. Parks that received improvements included Jack Reilly Park, Encanto Park, Gutierrez Park, Colony Park, Delmann Heights Park, and La Plaza Park. Z&K oversaw the replacement of playground and exercise equipment, installation of block wall fencing, grading, irrigation and landscaping improvements, construction of a basketball courts and other sports fields, installation of barbecue and picnic areas, ADA accessible curb ramps and walkways, storm drain construction, and various concrete improvements. Z&K managed and coordinated all aspects of the project, performed pre-construction services, coordinated field meetings and construction progress meetings, reviewed and approved contractor's construction schedule, monthly accounting of construction costs, reviewed shop drawings, processed submittals and requests for information, performed labor compliance and certified payroll review, participated in public outreach activities, provided full time inspection of project activities, ensured compliance with approved PS&E, coordinated materials testing services and reviewing results, coordinated with utility companies.

BRIDGE PROJECTS

CITY OF SAN BERNARIDNO | SECOND STREET BRIDGE OVER WARM CREEK

Z&K Consultants provided Construction Management Services as a prime consultant for the Second Street Bridge Over Warm Creek. This project is located in downtown San Bernardino; this project involves construction on the 2nd Street bridge between Arrowhead and Mountain View Avenues. Overall, the project involves demolishing the existing bridge, widening sidewalk by one foot on each side, installing bridge barrier railings in conformance with AASHTO standards, street improvements, retaining walls, steel piles, pavement grinding, new asphalt concrete pavement, reinforced concrete pipe, utility relocations, and winterization of the creek. This project must comply with the Santa Ana Regional Water Quality Control Board (401 Permit), U.S. Army Corps of Engineers (404 Permit), and Department of Fish and Wildlife (1602 permit). This project intends to improve the sufficiency rating of the bridge, reducing the need for constant significant maintenance, extending its lifetime and longevity by improving its seismic performance and ensuring the bridge design is in compliance with the Association State Highway and Transportation Officials standards.

The Z&K Team has successfully delivered over 20 Bridge and Interchange Projects.

REFERENCES

City of San Bernardino	
Contact Name:	Alex Qishta, PE, Former Director of Public Works
Address:	290 N D St, San Bernardino, CA 92401
Phone Number:	(760) 369-0801 x307
Email Address:	aqishta@yucca-valley.org
Project Description:	On-Call Project Management and Inspection Services (2019 – Current)

City of Chino	
Contact Name:	Amer Jakher, PE, Special Projects Manager
Address:	13220 Central Ave, Chino, CA 91710
Phone Number:	(909) 334-3250
Email Address:	ajakher@cityofchino.org
Project Description:	On-Call Inspection Services and Construction/Program Management Services (2020-Current)

Long Beach Water Department	
Contact Name:	Dennis Santos, PE, Manager of Engineering
Address:	1800 E. Wardlow Road, Long Beach, CA 90807
Phone Number:	(562) 570-2381
Email Address:	Dennis.Santos@lbwater.org
Project Description:	On-Call Program/Project Management and Construction Management for Various Projects (2021 – Current)

Long Beach Water Department	
Contact Name:	Wendy Chen, PE, Manager of Engineering
Address:	1800 E. Wardlow Road, Long Beach, CA 90807
Phone Number:	(562) 754-3370
Email Address:	Wendy.Chen@lbwater.org
Project Description:	On-Call Program/Project Management and Construction Management for Various Projects (2021 – Current)

City of Lake Forest	
Contact Name:	Nazila Mokarram, PE, Principal Civil Engineer
Address:	100 Civic Center Drive, Lake Forest, CA 92630
Phone Number:	(949) 461-3490
Email Address:	nmokarram@lakeforestca.gov
Project Description:	On-Call Construction Management & Inspection Services (2022 – Current)

RECENT & CURRENT ON-CALL CONTRACTS

CURRENT ON-CALL CONTRACTS			
	MUNICIPAL AGENCY	SERVICES PROVIDED	CONTRACT TERM
1	City of Alhambra	On-Call Construction Management and Inspection Services	2023 - 2025
2	City of Beaumont*	On-Call Public Works Inspection	2017 – 2024
3	City of Beaumont*	On-Call Project Management Services	2017 – 2024
4	City of Beaumont*	On-Call Construction Management Services	2017 – 2024
5	City of Bell	On-Call Project Management Services	2022 - 2025
6	City of Bell	On-Call Construction Management, and Inspection Services	2022 - 2025
7	City of Carson	On-Call Construction Management and Inspection Services	2023-2026
8	City of Carson	On-Call Project Management Services	2023-2026
9	City of Chino*	On-Call Project Management Services	2020 – 2025
10	City of Chino*	On-Call Construction Management Services	2022 – 2025
11	City of Chino*	On-Call Inspection Services	2020 – 2025
12	City of Corona*	On-Call Public Works Inspection Services	2020 – 2023
13	City of Corona*	On-Call ADA Inspection Services	2020 – 2023
14	City of Costa Mesa	On-Call Public Works/Engineering Staff Support Services	2023-2026
15	City of Eastvale	On-Call Construction Management Services	2022 – 2025
16	City of Eastvale	On-Call Public Works Inspection Services	2022 – 2025
17	City of Eastvale	On-Call Project Management Services	2022 – 2025
18	City of El Segundo	On-Call Construction Management & Inspection Services	2022 - 2025
19	City of Hemet	On-Call Project Management Services	2022 - 2025
20	City of Hemet	On-Call Construction Management & Inspection Services	2022 - 2025
21	City of Irwindale*	On-Call Construction Management Services	2022 – 2025
22	City of La Mirada	On-Call Construction Management Services	2023-2026
23	City of Laguna Beach	On-Call Construction Management and Inspection Services	2023-2025
24	City of Lake Forest	On-Call Construction Management and Inspection Services	2019 - 2025
25	City of Lancaster	On-Call Construction Management and Inspection Services	2021 – 2024
26	City of Manhattan Beach*	On-Call Construction Management Services	2023 – 2026
27	City of Manhattan Beach*	On-Call Project Management Services	2022 – 2025
28	City of Moreno Valley	On-Call Construction Management and Inspection Services	2019 – 2024
29	City of Newport Beach	On-Call Project Management Services	2023 – 2026
30	City of Norco	On-Call Professional Inspection Services for (Building Department)	2021 – 2024
31	City of Norco*	On-Call Construction Management and Inspection Services (PW)	2021 – 2024
32	City of Norwalk	On-Call Construction Management and Inspection Services	2020 - 2024
33	City of Oceanside*	On-Call Construction Management Services	2019 – 2024
34	City of Oceanside*	On-Call Project Management Services	2019 – 2024
35	City of Palm Desert	On-Call Construction Management and Inspection Services	2023-2025
36	City of Pomona	On-Call Construction Management and Inspection Services	2021 – 2024
37	City of Rancho Pales Verdes	On-Call Construction Management Services	2022 – 2025
38	City of Riverside	On-Call Construction Management and Inspection Services	2023 - 2026
39	City of Rosemead	On-Call Construction Management and Inspection Services	2021 - 2024
40	City of San Bernardino*	On-Call Public Works Inspection Services	2019 – 2023
41	City of San Bernardino*	On-Call Project Management and Construction Management	2019 – 2023
42	City of San Marino	On-Call Construction Management and Inspection Services	2019 - 2025
43	City of Santa Monica	On-Call Construction Inspection Services	2020 - 2026
44	City of South Gate	On-Call Construction Management and Inspection Services	2019 - 2025
45	City of Temecula	On-Call Construction Management Services	2019 – 2024
46	City of Torrance	On-Call Construction Inspection Services	2021 - 2024
47	County of Los Angeles	On-Call Construction Management and Inspection Services	2019 – 2024
48	RCTD*	On-Call Construction Management and Inspection Services	2022 – 2025
49	San Bernardino County	On-Call Construction Management and Inspection Services	2022 – 2025
50	Long Beach Utilities*	On-Call Program, Project, and Construction Management Services	2021 – 2026

**Multiple Contract Extensions*

PROJECT SPECIFIC EXPERIENE

ON-CALL PROGRAM & PROJECT MANAGEMENT OF CAPITAL IMPROVEMENT PROGRAM		
City of Long Beach | Long Beach Utilities Department 1800 E. Wardlow Road, Long Beach, CA 90807 *Wendy Chen, PE, Engineering Manager* Phone: (562) 570-2324 Wendy.Chen@lbwater.org	**Firm's Role:** Program Management, Overall Program Scheduling, Project Management, Construction Management, Labor Compliance **Relationship to Client:** On-Call Program & Project Management Consultant **Start:** 10/2021 **Complete:** Ongoing **Value:** ~$3.5M **Dollar Value of Services:** ~$118M	Crystal Fraire, PE, QSD/P, Senior Project Manager Brittany Duhn, PE, QSP/P, Senior Project Manager Amy Czajkowski, PE, QSD/P, CCM, Program Manager Brandin Checkos, Assistant Project Manager Chuck Reuck, SCADA/Electrical Specialist

DESCRIPTION OF SERVICES

The Z&K Team provides Program Management, Project Management, and Construction Management Services for Long Beach Water Department (LBWD) projects from the inception through design and during construction, which generally includes the following steps:

- Prepare Request for Proposals (RFP)s for master planning, engineering design, services for construction management and inspection services, select consultants, prepare contracts, etc.
- Conduct meetings with LBWD staff, outside consultants and contractors during planning, design, and construction projects
- Review deliverables for design and perform constructability reviews to ensure the contracts are bid ready
- Train LBWD Project Managers and/or provide advice for resolving technical and/or construction issues as they arise
- Constructability Reviews
- Review of 30% PDR, 60%, 90%, 100%, and Bid Ready plans and specifications
- Coordinating and supervising all inspections for in-house inspection staff and outside consultants
- Processing all RFIs, Progress Payments, etc. and conducting all Progress Meetings
- Coordinating all communications with the Engineers of Record (EORs) and CM staff
- Performing public outreach tasks
- Labor Compliance, performed in-house by the Z&K Team for various projects and the Z&K Team managing LBWD's Labor Compliance consultant
- Acting as the SMARTS system Legally Responsible Party (LRP) and performing all Qualified SWPPP Practitioner (QSP) inspections
- Performing all Claims Management
- Acting as coordinator with the various jurisdictions such as RCFCWCD, Caltrans, RWQCB, ACOE, CDFG, and other agencies to complete permits.
- Coordinating with SCE to secure new electrical service for the various facilities.

PROJECTS

- LADWP Haynes Generating Station Sewer Pipeline Project ($20M)
- LADWP Haynes Generating Station Recycled Water Pipeline Project ($17M)
- O-0750: 2021 New Wells Project ($25M)
- MC-5223: Golden Ave Water Main Replacement ($5M)
- Well Commission 22A ($3M)
- EO-3501: 32nd St BPS Rehabilitation ($9M)
- O-0751: LBWD GWTP-1 and GWTP-2 New Wells ($12M)
- REO-0208 Alamitos Tank 19 and 20 Conversion ($6M)
- O-0748: NLB-13 & NLB-14 Equipping ($5M)
- Groundwater Treatment Plant HVAC Replacement Project ($8M)
- EO-3585: LBWD Admin Bldg Roof Improvements ($1M)
- 2021 Four New Wells – El Dorado 1, El Dorado 2, Citizens 8A, Commission 23 ($22M)
- New Wells Alamitos 9A and Alamitos 14 ($12M)
- New Wells Comm 23A and Comm 26 ($11M)
- Water Main Replacement - Spinnaker Bay Ph 1 ($4M)
- S-25 Sewer Lift Station Rehabilitation ($4M)
- S-8 Sewer Lift Station Rehabilitation ($4M)
- Sanitary Sewer Rehabilitation and Replacement Projects 7 & 8 ($2M/$2M)
- Cathodic Protection Phases 5 & 6 ($1.5M/$1.5M)
- Large Valve Replacement FY22/23 (Willow St) ($1M)
- O-0745: West Coast Basin Well Equipment ($2M)
- EO-3583: JWJ Reservoir Chemical Dosing System ($3M)
- EO-3557: Cathodic Protection Phase 6 ($2M)

ON-CALL PROGRAM & PROJECT MANAGEMENT SERVICES

City of Chino | Public Works Department 13220 Central Ave, Chino, CA 91710 *Amer Jakher, PE, Special Projects Manager* Phone: (909) 334-3250 ajakher@cityofchino.org	**Firm's Role:** Program Management, Project Management, Construction Management, Construction Inspection **Relationship to Client:** On-Call Program & Project Management Consultant **Start:** 07/2020 **Complete:** Ongoing **Value:** $5.5M **Dollar Value of Services:** ~160M	Crystal Fraire, PE, QSD/P, Senior Project Manager Brittany Duhn, PE, QSP/P, Senior Project Manager Anthony Flores, Senior Project Manager Lisa Naslund, PE, QSD/P, Senior Project Manager Pernilla Brandt, Senior Project Manager Eduardo Davalos, Project Manager

DESCRIPTION OF SERVICES

The Z&K Team provides Qualified, Project Managers and Construction Managers to serve as an extension of City Staff, to manage engineering, design, bidding, and construction of concurrent CIP Projects. Staff Augmentation to provide Qualified Engineering, Project Management, and Construction Management Professional Staff on a regular basis. Z&K provides Program Management, Project Management, and Construction Management Services for the City of Chino projects for **over 4 years** from the inception through design and during construction, which generally includes the following steps:

- Prepare Request for Proposals (RFP)s for master planning, engineering design, services for construction management and inspection services, select consultants, prepare contracts, etc.
- Conduct meetings with LBWD staff, outside consultants and contractors during planning, design, and construction projects
- Review deliverables for design and perform constructability reviews to ensure the contracts are bid ready
- Train staff Project Managers and/or provide advice for resolving technical and/or construction issues as they arise
- Constructability Reviews
- Review of 30% PDR, 60%, 90%, 100%, and Bid Ready plans and specifications
- Coordinating and supervising all inspections for in-house inspection staff and outside consultants
- Processing all RFIs, Progress Payments, etc. and conducting all Progress Meetings
- Coordinating all communications with the Engineers of Record (EORs) and CM staff
- Performing public outreach tasks
- Labor Compliance, performed in-house by the Z&K Team for various projects and the Z&K Team managing
- Performing all Claims Management
- Acting as coordinator with the various jurisdictions such as Caltrans, SCE, and other agencies for permitting

PROJECTS

Transportation Projects

- R2401 Euclid Bridge
- ST-061 Pine Avenue Extension
- ST-203 Pine Avenue Widening & Pine/Euclid Intersection
- NC231 Slurry Seal Program
- ST232 - Kimball Ave. Preserve Improvements
- ST241 Ramp Improvements
- ST203 - Pine Widening
- ST233 - Yorba Ave Improvements
- G6220 - Alley Improvements
- ST 232 Kimball Ave Widening and SD Improvements
- SD211 - 11th Street/B Street Project
- ST232 - Kimball Ave Street Improvement Project
- Chino HS Improvements
- MS 222 Slurry Seal Program
- MS 202 & ST 221 Chino Avenue Accessibility and Curb Ramp Improvements at 15th,17th and 19th Streets and Norton Avenue PCC Walk and Curb Ramps
- NC231 Schaefer Ave Localized Asphalt Repairs
- ST162 Localized Asphalt Repairs Various Locations
- R7200 Masonry Block Wall at Chino Police Depart
- Yorba Ave Street Improvements – From Midblock between Chino Ave to Schaefer Ave
- F Street, G Street, 5th Street - Street Improvements
- City Hall EMT Parking Lot Improvements
- Fern & Eucalyptus Traffic Signal Modifications
- SN231 - Alley Rehabilitation Project CA - Pioneer St. from Monte Vista to 5th St
- SN221 - FY 21/22 Alley Reconstruction Project
- G6220 - CDBG Alley Project, East-West North Chino Avenue
- SN231 - Alley Rehabilitation Project - Pioneer St from Monte Vista Ave to 5th St.
- SN221 - FY21/22 Alley Reconstruction Project
- ST222 - Kimball/El Prado/Central Traffic Improvement Project
- MS202 - ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Avenue
- ST223 - Madison St & Kellogg Ave Gap Closure
- SN211 – Alley Sanitation Rehab 20-21 Phase I,II,III

Enterprise Fund Projects

- WA224 - B Street Alley Water Main Line Replacement Project
- WA223 - Russell Ave Waterline Replacement Project
- SW211 - Yorba Ave. & Eucalyptus Ave Sewer Main
- SD223 - Chino Avenue Storm Drain Improvement Plan System
- SD222 - Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- WA212 - State Street Water Treatment Plant
- WA214 – Well 17 Equipping Project
- WA224 - B Street Alley Water Main Line Replacement Project
- WA231 - Wells 4 & 6 Treatment Plant Project
- WA223 - Russell Ave Waterline Replacement Project
- WA17B - Chino Quad 1.2
- SW211 – Yorba Avenue & Eucalyptus Avenue Sewer Main Line Replacement Project
- WA221 & WA222 - Central Avenue and Dupont Avenue Waterline Project
- WA211 - Well 11 Pipeline Project
- WA231 - Wells 4 & 6 Treatment Plant
- WA233 Well 20 Bonvew/Schaefer
- D4215 Prado Inundation Area Remediation - Watertight Sewer Manhole

ON-CALL PROJECT MANAGEMENT SERVICES

City of San Bernardino | Public Works Department 290 North D Street San Bernardino, CA 92401 *Alex Qishta, PE, Director of Public Works (Since moved to the City of Yucca Valley)* Phone: (760) 369-0801 x306 aqishta@yucca-valley.org	**Firm's Role:** Program Management, Project Management, Construction Management, Construction Inspection **Relationship to Client:** On-Call Project Management Consultant **Start:** 08/2019 **Complete:** Ongoing **Value:** $5M **Dollar Value of Services:** ~150M	Nadeem Syed, PE, QSD/P, Senior Project Manager Crystal Fraire, PE, QSD/P, Senior Project Manager Brittany Duhn, PE, QSP/P, Senior Project Manager Omar Sharabi, EIT, Senior Public Works Inspector Patrick Fraire, Senior Public Works Inspector Zack Faqih, PE, QSD/P Senior Project/Construction Manager Amber Garcia, Project Manager Thomas Russell, Senior Construction Inspector Dion Castro, QSD/P, SWPPP/Environmental Jasmine Pate, Drone Pilot

DESCRIPTION OF SERVICES

The Z&K Team provides Project Management, Construction Management, and Construction Inspection Services for the City of San Bernardino projects from the inception through design and during construction, **for over 5 years,** which generally includes the following steps:

- Prepare Request for Proposals (RFP)s for master planning, engineering design, services for construction management and inspection services, select consultants, prepare contracts, etc.
- Conduct meetings with City staff, outside consultants and contractors during planning, design, and construction projects
- Review deliverables for design and perform constructability reviews to ensure the contracts are bid ready
- Train staff Project Managers and/or provide advice for resolving technical and/or construction issues as they arise
- Constructability Reviews
- Review of 30% PDR, 60%, 90%, 100%, and Bid Ready plans and specifications
- Coordinating and supervising all inspections for in-house inspection staff and outside consultants
- Processing all RFIs, Progress Payments, etc. and conducting all Progress Meetings
- Coordinating all communications with the Engineers of Record (EORs) and CM staff
- Performing public outreach tasks
- Performing all Claims Management
- Acting as coordinator with the various jurisdictions such as Caltrans and other agencies to complete permits.
- Coordinating with SCE to secure new electrical service for the various facilities.

PROJECTS

- **Mt. Vernon Bridge Replacement Project** | This Project consists of the removal and reconstruction of the 2,200 feet long Mt. Vernon Bridge over the BNSF Railyard, BNSF Intermodal facilities and Metrolink Tracks. The bridge is located on Mt. Vernon Avenue between 2nd Street and 5th Street with a total project cost of $6.6M.
- **State Street Extension Phase I Baseline to 16th Street Project** | This is Phase 1 of 4 phases. This phase consists of extending State Street as a four (4) lane highway from 16th Street to Baseline Street. The one (1) mile extension of State St requires design, utility relocations, CEQA/NEPA clearance, and 408 permit from ACOE. Project cost $5.3M.
- **2nd Street Bridge Replacement at Warm Creek Project |** This project involves the replacement of existing bridge at 2nd Street over Warm Creek, located on 2nd Street between Arrowhead Avenue and Sierra Way. The removal and reconstruction of the 80 feet long Bridge includes design, NEPA/CEQA, 401, 404, 1602 permits, Caltrans coordination, construction. The Project cost is approximately $4M.
- **40th Street Widening from Johnson to Electric Avenue Project |** This project includes the widening of 40th Street from two (2) to four (4) lanes from Johnson to Electric Avenue including upgrade of the existing traffic signal at Electric Avenue. This includes finalizing the street and sewer design, right of way acquisition, and undergrounding of the overhead lines under Rule 20-A. The Project cost is approximately $4.5M.
- **"H" Street Widening from Kendall to 40th Street Project |** This project involves widening and improving "H" Street between Kendall and 40th Street. Services include finalizing the street design and acquiring right of way from 12 properties, including a restaurant. The Project cost is about $2.1M.
- **Sierra Way Storm Drain Project |** This Project includes the installation of Master Plan Storm Drain No. 7-B23 in Sierra Way, Lugo Avenue and Sepulveda Avenue between 37th Street and 44th Street.
- **Kendall Drive Slope Stabilization Rehabilitation Project |** Kendall Drive Slope in the vicinity of 670 Kendall Drive is not stable, failing and is a safety hazard. Soil investigation is being conducted to have a slope stabilization plan which will be implemented to eliminate unsafe condition in the area. Services include the managing the design to slope stabilization along Kendall Dr with wire mesh and installation of soldier pile slough wall to keep debris falling on to the roadway. The project cost was $500K.
- **Citywide Pavement Rehabilitation Project (SB1) |** This project consists of citywide pavement rehabilitation. Accessibility improvement will be installed or upgraded as part of the project. The project is funded through SB1 funding. There is the rehabilitation of 15 streets which include reconstruction of AC, overlay, sidewalk, curb, gutters, and access ramps. The total project cost is approximately $3.7M.
- **Parking Lot Improvement at Various Locations Project |** This Project includes the rehabilitation of five (5) parkinglots with an approximate Project cost of $1M.
- **ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project |** This project is to widen and improve streets at three locations to provide safe routes to school for students. The locations to be improved are 48th Street between Western Avenue and Magnolia Avenue, Magnolia Avenue between 48th Street and Reservoir Drive, Randall Avenue between Pepper Avenue and Meridian Avenue, Meridian Avenue between Randall Avenue and Los Robles Street, Pepper Avenue between Randall Avenue and Los Robles Street and Perris Hill Park Road between Gilbert Street and Pacific Street. This project consists of street widening, sidewalks, curb and gutter, and access ramps. The approximate Project cost is $2.5M.

7. PROPOSED METHOD TO ACCOMPLISH THE WORK

Z&K understands the nature of on-call contracts and has the depth of resources and expertise required to properly service those contracts. Z&K has managed numerous on-call contracts throughout the region, and because of this experience, Z&K has a strong understanding of how to effectively address project issues and the needs of public agencies, and we are keenly aware of community impact. With a large contingent of local resources to draw from, the Z&K project team can respond to whatever needs may arise. By effectively managing a balanced client workload among our staff, Z&K can respond within a day to meet with the City. This helps keep the project momentum moving forward so that the Z&K team is in place and ready to work within days of receiving a Notice to Proceed. Consistent with our proven long-term approach to large municipal on-call contracts, Z&K has the technical expertise and experience to provide all project types as requested in the RFP.

Z&K accepts the proposed scope of services as presented in the City's RFP Exhibit "A," to include the following:

- Architectural projects
- Capital Improvement projects
- Design and Construction projects
- Facilities Maintenance projects
- Public Works projects
- Water and Wastewater Distribution
- Water Facilities including pressure reducing stations, reservoirs, treatment plants, etc.
- As-Needed Project / Construction Management Services (Extended Staff Services)
- The City desires to obtain the services of a maximum of four (4) qualified firms to assist with On-Call Project Management Services.

Below we have outlined Z&K's approach to the scope of work using our general task order procedure. The Z&K team fosters productive collaboration and cooperation—from stakeholders to the City and public utilities, to the contractor, and to local businesses and residents. Our firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project.

TASK ORDER PROCEDURE

Z&K's keys to success on this on-call contract includes our responsiveness, understanding of the City's needs, capability and availability of qualified staff, and our historically successful comprehensive project management approach for on-call, multiple-task, multiple-year contracts. Z&K will commit sufficient resources to adequately handle varying workloads that may result from multiple task orders progressing simultaneously, but technical strengths and resources are only of value if those resources can be well managed. The Z&K approach to effective project management starts with scope, schedule, and budget development, signed contracts, and kickoff meetings. The project management concepts for the duration of each task and the overall contract are then organized around a core framework of communication, coordination, thorough documentation, and quality control for each submittal on each task. The Z&K team understands the importance of meeting deadlines in a timely manner. We commit to providing adequate staffing (both as to number of personnel and their qualifications) for every task. Our approach is flexible and adaptive to each task, and we can also commit to making use of personnel from other offices throughout the company and bringing on additional staff. Z&K is capable to scale up or down as needed with a focus on our unmatched responsiveness. Through our current on-call contracts, we have developed a task order process that has proven successful. It is an organized and streamlined approach for requesting, developing, and completing task order assignments. The purpose of this process is to be able to provide the City with teams available for multiple tasks off the on-call contract and a formal approach to respond to each task. Below is a summary of our proposed approach for completing the task orders.

Step 1. Initial Meeting with City Project Manager and Task Managers. A meeting between the City's project manager and the Z&K manager to be assigned to the work will be set up. Our project manager will discuss the request with the City's project manager and discuss your goals and expectations, key project issues, appropriate personnel from our team to be assigned, services needed, schedule, approximate budget available, and assumptions for completing the work order.

Step 2. Develop Scope of Work and Team. Our project manager will then coordinate with the appropriate key persons from our team, which may include a multi-discipline team, to prepare and submit a proposal for completing the work. Each team member will submit their scope to our project manager, who will then combine the individual scope into an overall scope and proposal for review by the City. This procedure has worked successfully on our current and past on-call contracts.

Step 3. Notice to Proceed. Once the task order is reviewed, negotiated, and executed, a notice to proceed will be given to Z&K to begin work.

Step 4. Monthly Coordination/Progress Meetings. We will hold meetings at the appropriate frequency to keep City staff apprised of the progress of the work. We will develop and maintain schedules to identify allowable work windows for completing project tasks and to keep the City's project manager aware of the project progress.

PROJECT MANAGEMENT APPROACH

Z&K's project management approach is derived from many years of experience and proven success and includes very specific strategies: coordination, communication, and documentation.

Coordination | All task orders will require coordination. That can come in the form of coordination with other City departments, local agencies, and stakeholders. The Z&K team has years of experience with major on-call contracts with other Southern California agencies. These on-call contracts require similar coordination efforts in which Z&K has established and maintained outside-agency contacts, coordinated designs with their staff, and obtained necessary approvals to move the project forward. This knowledge and understanding of working with other agencies will provide great benefit to you on each project.

Communication | Z&K has a formal, proactive communication plan to share critical project information as soon as possible and to make sure there are no surprises. We continuously report progress, identify problems, assign priorities, receive feedback, and document progress. From project start-up through project closeout, we will prioritize our communication to make sure all required actions are documented and addressed in a timely manner. The City can be assured that both the City and all team members will always be aware of the status. This level of coordination, coupled with the project progress meetings, helps avoid project issues and delays, and monitors the project schedule and budget.



Documentation | Proper documentation is critical for all projects. We have a thorough understanding of the document control procedures required for public works projects for a variety of funding sources. Z&K's document control management policies are prepared to comply with the City's requirements. Our typical monthly project progress reports include the status of deliverables, utility and outside-agency efforts, cost and schedule snapshot and analysis, issues discussion and recommended resolution actions. Monthly progress reports will be tailored to the needs of the City for each project. In combination, Z&K's tools and efficiency in coordination, communications, and documentation will provide the City with a transparent process for the the contract.

Quality Assurance and Quality Control | QA/QC will be an ongoing task throughout the duration of the project. Z&K's project and construction management QA/QC process starts with standardization of successful procedures. All projects utilize Z&K's standardized project electronic filing system, which is mirrored with a binder-based hard copy indexed system. Z&K's electronic filing system is a cloud-based system accessible in real-time to all Z&K project team members as well as its client as requested. Daily, weekly, and periodic correspondence, logs and reports are regularly reviewed for accuracy, up-to-date maintenance, aging, and escalation of issues, appropriateness, potential changes and/or claims and contract compliance.

Schedule | Our project manager will prepare and maintain a Microsoft Project schedule. The schedule, task lists, deliverables, agency review time, and progress reports will be used to list each task in the project to enable our project manager to hold members accountable for delivery. We will provide a summary report regularly that shows tasks completed, items that may have changed, and schedule updates if needed.

MANAGEMENT APPROACH

We have successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines.



MANAGEMENT APPROACH | Z&K Consultants, Inc. provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Construction Manager must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good Construction Manager must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. the project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

TIME MANAGEMENT | Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties may be examined for accuracy and constructability. The schedule logic and activity durations may also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor.

Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented daily. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.

INFORMATION MANAGEMENT | Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, requests for information (RFIs), pay requests, invoices, inspection reports, and so forth. Z&K will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to continually foster partnering and teamwork relationships for all the project stakeholders. Z&K builds this framework from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all the project stakeholders.

The emphasis on project communication continues throughout the project with the weekly construction meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the meetings. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, RFIs, submittals, testing and inspection reports, non-conformance notices, environmental monitoring, change orders, three-week-look-ahead schedule, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained.

FUNDING MANAGEMENT | Z&K will ensure that the City has all necessary information to comply with funding requirements. Our team is experienced in complying with funding reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Proper Project documentation is key in any audits.

COST MANAGEMENT | Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing may be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool.

Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

QUALITY MANAGEMENT | Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. An ongoing deficiencies/corrective items list will be maintained, reviewed, and updated weekly.

Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs). In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product.

Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed. Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. Z&K will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Finally, Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.

CODES & PROCEDURES MANAGEMENT | Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Z&K will ensure that all codes and procedures are properly followed for the City's Project.

Some of the requirements are as follows:



- Project Construction Documents
- City Standards and Design Manuals
- California Building Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- California Building Energy Efficiency Standards
- California Disabled Regulations
- City Codes & Ordinances
- City Grading Code & Manual
- APWA "Greenbook" Standard Specifications for Public Works Construction
- Caltrans Standards, Specifications, and Procedures
- Caltrans Construction Manual
- Caltrans Safety Manual
- OSHA Construction Safety Orders
- California Green Building Code
- 10/30-hr OSHA Training Certification
- Local Assistance Procedures Manual (LAPM)
- State and Federal Building Codes (Site Accessibility)
- County Procedures and Guidelines
- Work Area Traffic Control Handbook (WATCH) Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Project Safety Plan (PSP)
- Site Health and Safety Plan
- Activity Hazard Analysis (AHA)
- Title 24, Part 2, 2.5, 3, 4, 5, 6, 11
- California Fire Code
- California Residential Code



SCOPE OF WORK

Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs). In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed. Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. Z&K will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Finally, Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.



ACHITECTURAL PRE-QUALIFICATION | Z&K will attend meetings and provide Meeting Minutes; Review and prepare draft RFQ and provide comment; Prepare Spreadsheet evaluating responses; and Provide support as required.

ARCHITECTURAL BIDDING AND SELECTION | We will Attend meetings and provide Meeting Minutes; Review and prepare draft RFP and provide comments; Prepare Spreadsheet evaluating responses; and Provide support as required.

DESIGN AND CONSTRUCTION DOCUMENTS | Our Team will Attend meetings and prepare Meeting Minutes; Attend job-walks with architect and engineers; Review plans at various stages and provide comments; Provide support as required; Review the 60 and 90% Plans and Specifications to identify potential errors, omissions, National Electric Code and coordination issues (Detailed review of the Electrical drawings, Latter Logic, Relay logic, Control Logic, verification of the Instrumentation and Mechanical Drawings, and confirm that all electrical equipment are properly shown at their corresponding placements with their required signals, tagging,



SCADA network connectivity, Verify all needed points and PLC Address on a list etc.); and Ensure all submittal comments have been addressed in the 100% package.

CONTRACTOR PRE-QUALIFICATION | Our Personnel will attend meetings and provide Meeting Minutes; Review and prepare draft RFQ and provide comments; Prepare Spreadsheet evaluating responses; and Provide support as required.

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

PRE-CONSTRUCTION | Z&K will develop and update the over-all Project Schedule; Develop and update the overall Project Budget; Work with City staff and vendors to prepare the construction site for closure and construction; Provide support as needed relating to Contractor Mobilization, administrative tasks; Facility Rules and Regulations for Contractors, etc.; Attend job-walks as required to familiarize contractor with the facility and job-site; Attend staff presentations to familiarize the affected staff as to expectations; Attend planning meetings; Meet with vendors as needed and as directed to obtain quotes, coordination, etc.; and Provide support as needed



CONSTRUCTION | We will Monitor quality of construction via regular job-site inspections; Prepare, monitor, report periodically, and revise, as needed the Project Schedule;• Prepare, monitor, report periodically, and revise, as needed the Project Budget; Attend weekly construction meetings, and provide meeting minutes, distributed to all parties; Photograph site weekly and archive photos; Monitor all standard construction documentation, including submittals, RFI's, etc; Review all contractor change orders for scope and cost approval; Review and monitor payment of all contractor and vendor invoices; Attend punchwalk on behalf of Client; Monitor punch-list progress and completion to 100%; Assist during punchlist period for complaints, modifications, etc; Provide support as needed; amd On-site inspection services to ensure all electrical scope of work complies with the conformed set of plans and specifications. (Inspection team to be knowledgeable of all electrical, instrumentation, control logical, Discrete Input/Outputs, Analog (4-20ma) Inputs/Outputs and all SCADA/RTU systems at the project site.

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

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

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

We understand that we will be expected to perform work on the specified project for the entire duration of the project unless requested or approved by the City. No staff substitution is allowed. We will monitor his/her approved budget and notify the City of additional work outside the contracted scope of work prior to performing such additional work. Z&K will ensure all work conforms with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended.

RISK MANAGEMENT LOG

Based on a comprehensive review of the project documents, Z&K has identified the following potential risks and response strategies.

ID	Risk Description	Risk Area	Response Strategy
1	Pre-Purchasing Materials	Schedule & Budget	We have had a lot of success with pre-purchasing long lead item materials on our projects. We work with the architect/designer to identify the crucial long lead items and procure these items around the 90% design. This helps architects since they will be able to review the long lead item submittals prior to construction and will not be bombarded with all submittals at once. This also helps the project budget because the City avoids mark up on these items. The contractor also does not have to build in the risk of guaranteeing the price of the items for longer than the 30 days that vendors quote, so it provides less risk to the contractor and a better priced bid.
2	Constructability Review	Budget	The constructability review at the 90% design will be crucial to the project success. A thorough constructability review of the improvements and the project specifications will be central to construction running smoothly. Z&K will have our proposed CM team, made up of licensed Professional Engineers and certified building officials, certified plan examiners, and certified building/structural/mechanical/electrical and plumbing inspectors perform the constructability review. In addition to the CM teams review, we will have our in-house architects and structural and MEP designers perform a thorough constructability review.
3	ADA Path of Travel/Access Compliance	Budget & Schedule	Per the California Building Code, there are requirements for ADA improvements when providing structural improvements to facilities. Upon our reviews, the Building Department may enforce this requirement. We will work with the Architect to ensure that we are in compliance. Otherwise, this can delay the project.
4	Concurrent Use	Community Outreach	We will work with the administrators and operators to ensure continuity for any projects that may stay in use during construction. We will ensure a separation of all construction activities from users of the facility. Z&K is very experienced on working on projects with concurrent use.
5	Engineer's Estimate Accuracy	Budget	In the current bidding environment, we have noticed that bids have been coming in significantly higher than the engineer's estimate. This creates problems and delays since the project funding was based on the engineer's estimate. Due to the current bidding environment, the engineer's estimate becomes outdated quickly. We have many options for addressing this. Z&K will thoroughly analyze the engineer's estimate at 90% design and 100% design. Z&K has in-house designers in addition to our strong project management team that are very familiar with cost estimating and the current bidding environment. We will also discuss bidding strategies with the City to help mitigate the effects of the bidding environment. Z&K provides program and project management for many agencies and have created great bidding strategies to keep the bids within budget.
7	Administrative Notice to Proceed for Long Lead Items	Schedule & Budget	Z&K has success on recent projects issuing an Administrative Notice to Proceed for the Contractor to begin on submittals for long lead items while the PWA is being drafted and executed. We will ensure the contractor begins process to order/procure possible long lead items or items that require coordination such as the fire alarm, high performance sports lighting, mechanical equipment, etc. Long lead item procurement is essential to project schedule as the industry has been heavily impacted by material shortages.
8	California Building Code and	Budget	The projects may require a multidisciplined team for the numerous types of specialty inspection. We have Senior Project Manager/Senior Construction Managers that are licensed Professional Engineers, Certified Building Officials, Certified structural/mechanical/electrical/ and plumbing inspectors and plan examiners and have worked for public agencies as Deputy Building Official for many years.

	Multidisciplined Inspection		Our team is multidisciplined and experts of the California Building Code. This team will ensure that the construction is built correctly and will coordinate with the City's building department for any required inspections.
9	Public Safety & Concurrent Occupancy	Safety	Z&K has worked on numerous building and facility improvement projects that have remained operational during the improvements. This adds a layer of required expertise to ensure that the safety of the public. Z&K Consultants take extreme pride for being a very safety conscious organization implementing a safe environment both in our offices and on our project sites. We monitor the Contractor and their subcontractors for safety compliance for meeting local, state, and federal safety requirements. Z&K will review the contractor's safety program for compliance with Cal/OSHA.
10	Public Outreach & Weekly Newsletter	Safety & Public Inconvenience	Z&K will provide concierge-level service to the community and residents. Ongoing contact and communication with local residents and business impacted by construction activity is crucial. This will include notification prior to the commencement of construction and throughout the entire process. Outreach will not be limited to minimum City requirements but will be a daily ongoing pursuit. Z&K provides the City with a Weekly Newsletter including construction activities performed the week prior, construction activities scheduled for the week after, and all important project progress and updates. We have included an example of our firms Weekly Newsletters in Appendix A.
11	Agency Coordination	Schedule & Budget	Our Team will ensure that all agencies affected by this Project are invited to the pre-construction conference and informed of the Project schedule and progress. Z&K will ensure that the Project complies with all permit requirements and environmental mitigation measures.
12	Utility Coordination	Schedule & Budget	It is critical to ensure that all coordination with utilities that may conflict with the new improvements is completed prior to starting construction. If this is not possible, the contractor must demonstrate that all utility relocation is coordinated and incorporated into the base line schedule. The contractor must verify all existing utilities are per plans. The contractor must start potholing as the first construction activity. If the contractor hits a utility, they will not be able to claim that the City is liable for the cost of repairs.
13	Change Orders	Schedule & Budget	To assist in controlling cost, Z&K will conduct a pre-construction site walk with City staff members to identify areas that could potentially result in unanticipated costs. During construction, Z&K will conduct site visits with City staff, as needed, to minimize change orders and cost increases. Z&K will closely monitor the work and proactively manage the change order process. We will identify potential change orders early and proactively develop solutions.
14	Weekend Work/Overtime Requested by Contractor	Budget	All overtime shall be approved by the City prior to the commencement of work and all associated costs for inspection/construction management shall be at the expense of the contractor. This item shall be included as a discussion item in the pre-construction conference. Due to unforeseen issues when scheduling manpower and materials, it may be necessary for the contractor to work evenings or weekends. This provision is important to minimize any additional costs to the City for the benefit of the contractor.

9. INSURANCE

Z&K Consultants, Inc will meet the insurance requirements attached in Exhibit "B" of this RFQ upon award of contract.

10. LITIGATION

Z&K Consultants, Inc has zero claims filed by Z&K Consultants, Inc or against Z&K Consultants, Inc.

11. OTHER INFORMATION

Z&K Consultants has a proven track of record of staffing tasks efficiently and completing projects on time and within the allocated budget. Z&K Consultants, Inc does not have prior work with the City of Ontario. Our subconsultant, Ardurra, has worked with the City of Ontario.

Community involvement: Z&K Consultants staff are local to the City of Ontario and know the community well.

Z&K Consultants has no conflicts of interest in connection with providing the services.

12. CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ."

Zack Faqih, PE
Principal-in-Charge, Management Contact
Z&K Consultants, Inc.
17130 Van Buren Blvd. Suite 122
Riverside, CA 92504
949.637.5040 | zfaqih@zandkconsultants.com



APPENDIX A - RESUMES

Z&K CONSULTANTS
BUILDING SOLUTIONS

Crystal Fraire, PE, QSD/QSP

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Principal Project Manager



EDUCATION
» BSCE - Civil Engineering, California State Polytechnic University, Pomona

LICENSES & REGISTRATION
» Professional Engineer, P.E. State of California, #91674
» SWPPP (QSD) & (QSP) Certificate #27614
» 30-Hr. Cal OSHA
» Defensive Driving Training

Ms. Fraire has provided Program and Project Management for numerous projects totaling over $600M. She has successfully delivered over 300 capital improvement projects ranging from water/wastewater projects, street improvements, pavement rehabilitations, storm drain improvements, parks, bridges, culverts, traffic signal improvements, pipeline projects, wells, tanks, and various other public works projects. She has thorough knowledge of project management of public works and capital improvement projects including street improvements, parks, water and wastewater projects, involving flood risk management, water conservation facilities, water mains, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances, reservoirs, channels, and storm drains, as well as access roads, culverts, and bridges. She is knowledgeable of the latest construction practices and requirements, communicates effectively, and possesses computer usage and writing skills. Her experience includes an extensive background in construction management and inspection, construction contracting, project management, quality control and assurance, and project coordination She has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff.

RELEVANT PROJECT EXPERIENCE

Long Beach Utilities: City of Long Beach, CA | Senior Project Manager: Ms. Fraire has provided the following services for Long Beach Utilities to successful deliver over 50 projects. Prepare Request for Proposals (RFP)s for master planning, engineering design, services for construction management and inspection services, select consultants, prepare contracts, etc, conduct meetings with LBWD staff, outside consultants and contractors during planning, design, and construction projects, review deliverables for design and perform constructability reviews to ensure the contracts are bid ready, train LBWD Project Managers and/or provide advice for resolving technical and/or construction issues as they arise, constructability Reviews, review of 30% PDR, 60%, 90%, 100%, and Bid Ready plans and specifications, coordinating and supervising all inspections for in-house inspection staff and outside consultants, processing all RFIs, Progress Payments, etc. and conducting all Progress Meetings, coordinating all communications with the Engineers of Record (EORs) and CM staff, performing public outreach tasks, performing all Claims Management, acting as coordinator with the various jurisdictions such as RCFCWCD, Caltrans, RWQCB, ACOE, CDFG, and other agencies to complete permits, coordinating with SCE to secure new electrical service for the various facilities, and performing construction management services for projects in the construction phase. The projects include:

- LADWP Haynes Generating Station Sewer Pipeline Project ($20M)
- LADWP Haynes Generating Station Recycled Water Pipeline Project ($17M)
- O-0750: 2021 New Wells Project ($25M)
- MC-5223: Golden Ave Water Main Replacement ($5M)
- Well Commission 22A ($3M)
- EO-3501: 32nd St BPS Rehabilitation ($9M)
- O-0751: LBWD GWTP-1 and GWTP-2 New Wells ($12M)
- REO-0208 Alamitos Tank 19 and 20 Conversion ($6M)
- O-0748: NLB-13 & NLB-14 Equipping ($5M)
- Groundwater Treatment Plant HVAC Replacement Project ($8M)
- EO-3585: LBWD Admin Bldg Roof Improvements ($1M)
- 2021 Four New Wells – El Dorado 1, El Dorado 2, Citizens 8A, Commission 23 ($22M)
- New Wells Alamitos 9A and Alamitos 14 ($12M)
- New Wells Comm 23A and Comm 26 ($11M)
- Water Main Replacement - Spinnaker Bay Ph 1 ($4M)
- S-25 Sewer Lift Station Rehabilitation ($4M)
- S-8 Sewer Lift Station Rehabilitation ($4M)
- Sanitary Sewer Rehabilitation and Replacement Projects 7 & 8 ($2M/$2M)
- Cathodic Protection Phases 5 & 6 ($1.5M/$1.5M)
- Large Valve Replacement FY22/23 (Willow St) ($1M)
- O-0745: West Coast Basin Well Equipment ($2M)
- EO-3583: JWJ Reservoir Chemical Dosing System ($3M)
- EO-3557: Cathodic Protection Phase 6 ($2M)

Additional Projects for various agencies | *Senior Project Manager*

- City of Tustin: Veteran Sports Park at Tustin Legacy, Tustin, CA
- City of Lake Forest: Street Resurfacing and Slurry Seal Program, Lake Forest, CA
- City of Norwalk: CDBG Local Streets Rehabilitation Project, Norwalk, CA
- SR-91 Corridor Operations Project, Riverside County Transportation Commission, Corona, CA
- Magnolia Ave. Grade Separation, County of Riverside, Corona, CA
- City of Costa Mesa: Citywide Parkway Maintenance & Street Rehabilitation Project, Costa Mesa, CA
- City of San Marino | Street Rehabilitation Program Phase 1 & Phase 2

Nadeem Syed, PE, QSD/P

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Principal Project Manager



EDUCATION
» BS, Civil Engineering, California State University Long Beach, 1990
» BA, Business, Punjab University, Pakistan

LICENSES & REGISTRATION
» Registered Professional Civil Engineer, CA – No. 64381
» OSHA 30 Hour
» Defensive Driver Training
» QSP/D Certified

Mr. Syed has over **29 years** of experience in project management, construction management, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management and has successfully delivered over 30 street rehabilitation projects. He spent 20+ years in engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park. These capital projects have included parks, storm drain, street improvement, pavement rehabilitations, slurry seal, traffic signal, ADA improvements, pedestrian safety, concrete work including sidewalk, curb, gutter, ADA ramps, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings. Mr. Syed participates in developing department budgets, conducts training and performance evaluations to staff, establishes an Assessment District for construction of sewer main line and streetlights, develops master plans for citywide projects, and he successfully applies for various grants such as HES, SR2S, and ATP grants.

RELEVANT PROJECT EXPERIENCE

City of San Bernardino, Various Projects | *Senior Project Manager*
Mr. Syed is providing Project Management and Construction Management services to the City of San Bernardino for the following CIP Projects:

- Mt. Vernon Bridge Replacement Project
- State Street Extension Phase I Baseline to 16th Street Project
- 2nd Street Bridge Replacement at Warm Creek Project
- 40th Street Widening from Johnson to Electric Avenue Project
- "H" Street Widening from Kendall to 40th Street Project
- Sierra Way Storm Drain Project
- Kendall Drive Slope Stabilization Rehabilitation Project
- Citywide Pavement Rehabilitation Project (SB1)
- Parking Lot Improvement at Various Locations Project
- ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project

City of Montebello, 10th Street Improvements Project | *Senior Project Manager*
The Project consisted of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of detectable warning surface on existing curb ramps, and installation of pavement markings and curb painting. This project consisted of design, project management, bidding, award of contract, construction management and inspection of the 10th Street Improvements from Whittier Boulevard to Cleveland Avenue.

City of Montebello, Pavement Rehabilitation, Various Streets (CDBG Zone) | *Senior Project Manager*
The City completes pavement rehabilitation projects along residential, commercial, and alley corridors. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. The project consisted of design, project management, bidding, award of contract, construction management and inspection as well as federal fund administration and labor compliance of various streets pavement repairing and skin patching.

City of Bell Gardens, Alley Improvements Project | *Senior Project Manager*
This project consisted of citywide alley improvement projects. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. This project consisted of project management, construction management, inspection, and administration during the construction phase.

City of Baldwin Park, Storm Drain Improvement Project | *Senior Project Manager*
The Baldwin Park drainage project included installation of storm and water mains along Atlantic Avenue, 40th Street and Live Oak Street, as well as the repair, replacement and restoration of curbs, concrete sidewalks, driveways and wheelchair ramps. The scope of the work included reviewing the design produced by another consultant and preparing complete bid package (plans, specifications and cost estimate) for the City to advertise the last section of the project for construction bidding.

City of Baldwin Park, Various Projects | *Senior Engineer/Project Manager*
Provided administration of NPDES requirements, including the permit process, conducted inspections and issued notices of violation for illicit discharges. Responsible for the MS4 permit program and implementation of its compliance through outsourcing. Managed capital projects such as street overlay, slurry seal, sidewalk installation, sewer main construction etc.; involved in Land Development section, processed tentative maps, final maps and lot line adjustments.

City of Fontana, Various Projects | *Senior Engineer/Project Manager*
Managed over $100M in redevelopment CIP projects and engaged in at CIP projects per fiscal year, including preparation of specifications, bid openings, award of contracts, and finally construction including management and inspection. Involved in relinquishment of Foothill Boulevard from Caltrans and San Bernardino County, street widening project ($15M), Baseline Avenue widening ($19M), CDBG and Safe Route to School (SB281) sidewalk programs, construction of new streets, slurry seal program, and projects funded through various grants including OTS, SR2S, STP, and other federal funds.

Amy Czaikowski. PE. CCM. QSD/P

Senior Principal Project Manager
Constructability Reviewer

ARDURRA



Education:
BS/1982/Civil Engineering/Virginia Polytechnic Institute and State University, VA

Registrations:
1999/PE/CivilEngineering/ CA # C59082

Certifications:
CMCI Certified Construction Manager (A1762)
Qualified SWPPP Developer (QSD) Certification #24758
Legally Responsible Party (LRP) - City of Oceanside

Awards and Recognition
West Lift Station Force Main CWEA
Twin Oaks Reservoir – ASCE/APWA/CELSOC
Lake San Marcos Lift Station APWA/CWEA
Loretta Street Waterline Replacement –APWA/ASCE

Years of Experience
Entered the profession in 1993; Ardurra year of hire 2020

In her 30 years of serving municipalities, water districts, and purveyors, Amy Czajkowski has gained recognition for system planning, design engineering, and construction management of public water and wastewater infrastructure projects. She is an instructor for the CMAA Certified Construction Manager "Contract Administration" class. This teaching requires expertise in contract administration, change order management and, most importantly, the roles and responsibilities of complex construction. Amy has also contributed to the ASCE class for "Construction Claims Avoidance" and keeps up to date on the latest legal judgements from participating in the monthly podcasts offered by "Construction Claims Monthly."

RELEVANT PROJECT EXPERIENCE

As-Needed Project Management, City of Oceanside Water Utilities Department ($1.1 million). Program manager provided in-house project management services to assist with the execution of several capital improvement projects. Assisted with the management of all phases of water, sewer, and recycled water projects, from the budgetary and planning phases, into design, and through construction and project closeout. Management duties have included the development of project budgets and schedules; preparation of RFPs; proposal reviews and recommendations for consultant selection; close coordination with stakeholders and vendors; contract administration duties; preparation of reports for City committees, commission, and City Council meetings; oversight of CEQA and other regulatory compliance process; preparation of bid documents and technical specifications; bidding assistance, bid evaluations, and award recommendations; CM and reviews of RFIs, submittals, Proposed Change Order Requests, Progress Payments; and management of emergency projects.

On-Call Project Management Support Services, Coachella Valley Water District. Program manager that expedited the completion of CIP projects located throughout CVWD's service area for domestic water, general district, sanitation, non-potable water, irrigation and drainage, stormwater, and groundwater replenishment infrastructure, in an effort to achieve a minimum 70% execution rate for the FY 2018 capital improvement budget, identified as one of CVWD's strategic goals. Assisted with the management of all phases of water, sewer, and recycled water projects, from the budgetary and planning phases, into design, and through construction and project closeout. Management duties have included the development of project budgets and schedules; preparation of RFPs; proposal reviews and recommendations for consultant selection; close coordination with stakeholders and vendors; contract administration duties; preparation of reports for City committees, commission, and City Council meetings; oversight of CEQA and other regulatory compliance process; preparation of bid documents and technical specifications; bidding assistance, bid evaluations, and award recommendations; CM and reviews of RFIs, submittals, Proposed Change Order Requests, Progress Payments; and management of emergency projects.

As-Needed Program Management, City of Oceanside Water Utilities Department ($25 million). CIP manager for this program for the City of Oceanside Water Utilities Department. This contract included the preparation of over 15 in-house designs, RFP preparation, managing consultant contracts, preparation of staff reports and other Council documents, as well as all other functions to complete all projects listed on the City's Capital Improvement Program.

Near Term Water Supply CIP, Elsinore Valley Municipal Water District ($25 million). CIP construction manager/program manager for over 40 CIP projects ranging in construction value from $300K to $10M. The CIP execution rate was over 90% and all projects were completed on time and with an overall 2% change order rate. The projects, totaling over $25M, encompass a wide range of work. Services included coordinating and supervising all inspections for in-house inspection staff and outside consultants; processing all RFIs, progress payments, and conducting all progress meetings; managing three emergency construction projects including the repair of a sewer force main in Highway 74; public outreach; overseeing the District's Labor Compliance Program; acting as the SMARTS system Legally Responsible Party and performing all QSP inspections; performing all claims management; coordinating with jurisdictions to complete permits; and coordinating with SCE to secure new electrical service.

Brittany Duhn, PE, QSD/P

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Project Manager



EDUCATION
» BSCE - Civil Engineering, California State Polytechnic University, Pomona

LICENSES & REGISTRATION
» Professional Engineer, P.E. State of California, #91078
» SWPPP (QSD) & (QSP) Certificate #27609
» 30-Hr. Cal OSHA

Ms. Duhn has extensive experience in project management, program management, construction management, office engineering, contract administration, document control, and labor compliance oversight. She has successfully managed streets, CIPs, Public Works Projects, Water/Wastewater Projects, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures, and sports fields projects. She has managed over $500M in Projects during the design and construction phases.

Her experience includes an extensive background in construction management and inspection, construction contracting, project management, quality control and assurance, and project coordination. She has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. She has provided Project Management services for all stages of projects, from design to construction. Brittany manages and oversees the discretionary review process of CEQA guidelines and requirements, manages budgets and schedules, assists with the development of budgets, prepares RFPs, prepares sewer rate fees, provides public assistance and information affecting the community, prepares reports for City Council, prepares staff reports, and makes oral presentations.

RELEVANT PROJECT EXPERIENCE

City of Chino, On-Call Project & Construction Management | *Senior Project Manager*
Ms. Duhn is the designated Project Manager for this contract and is the Senior Project/Program Manager for the City of Chino's CIP Program. She has provided project management services on various transportation, enterprise (water, sewer, storm drain, and sanitation projects), parks/facilities projects, and bridge projects, including:

- SD223 - Chino Avenue Storm Drain Improvement Plan System
- SD222 - Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- WA212 - State Street Water Treatment Plant
- WA214 – Well 17 Equipping Project
- WA224 - B Street Alley Water Main Line Replacement Project
- WA223 - Russell Ave Waterline Replacement Project
- WA17B - Chino Quad 1.2
- SW211 – Yorba Avenue & Eucalyptus Avenue Sewer Main Line Replacement Project
- WA221 & WA222 - Central Avenue and Dupont Avenue Waterline Project
- WA211 - Well 11 Pipeline ProjectG6220 - CDBG Alley Project, East-West North Chino Avenue
- SN231 - Alley Rehabilitation Project - Pioneer St from Monte Vista Ave to 5th St.
- SN221 - FY21/22 Alley Reconstruction Project
- ST222 - Kimball/El Prado/Central Traffic Improvement Project
- City of Chino – 16th, 17th, and 18th Street between Tronkeel Avenue and Serene Avenue & Tangerine Avenue Street Widening
- FY 20/21 Alley/Sanitation Rehab Project, Phase II
- Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- 11th Street Pavement Reconstruction Alley Accessibility and Intersection Accessibility Project
- CDBG Alley Project and Alley/Sanitation Rehab FY2021-22 Various Locations Project
- Ramona Avenue & Walnut Avenue Street Rehabilitation and Traffic Signal Modifications Project
- SD211 – 11th Street/B Street Project
- ST232 – Kimball Ave Street Improvement
- MS202 – ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- SN211 – Alley Sanitation Rehab 20-21 Phase 1, II, and III

Additional Projects for various agencies | *Senior Project Manager*

- City of Beaumont | Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project
- City of Compton | Annual Residential Rehabilitation Project (Phases. 1 & 2)
- City of Lake Forest | Street Resurfacing & Slurry Seal Projects (Streets Program); Arbor Mini Parks & Neighborhood Park Renovations Project; Arbor Access Mini Ramp Project; and Slurry Sela Zones A, D, E, B, & C
- City of Costa Mesa | Jack Hammett Sports Complex Improvement Project & Citywide Parkway Maintenance & Street Rehabilitation Project
- City of Beaumont | Wastewater Treatment Plant Expansion & Brine Pipeline Project ($110M Project)
- City of South Gate | Hollydale Community Park Improvements Project; East Alameda Steet Sidewalk Improvement Project; and South Gate Park Fencing Improvement Project

Lisa Naslund, PE, QSD/P

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Project Manager
SWPPP/Environmental Specialist



EDUCATION
» BSCE – California State University – Long Beach

LICENSES & REGISTRATION
» Professional Engineer, P.E. State of California, #67989
» SWPPP (QSD) & (QSP) Certificate #23613
» 30-Hr. Cal OSHA

Ms. Naslund has over 28 years of project management experience for various major capital improvement projects. Projects Ms. Naslund have successfully delivered are bridges, interchanges, transportation, street improvements, roadway widenings, bridges, water and wastewater projects, involving flood risk management, water conservation facilities, water mains, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances, reservoirs, channels, and storm drains, as well as access roads, and culverts. Ms. Naslund has extensive experience performing design reviews, constructability reviews, scheduling, managing consultants, interfacing with permitting agencies, reviewing billings and contracts for scope of work, preparing staff reports, preparing RFPs, preparing and administering bids, creating LID reports, performing hydrology calculations, preparing SWPPP, plan check, and designing and preparing tract and parcel maps. Ms. Naslund has extensive experience delivering projects within schedule and budget and collaboratively assisting agencies as an extension of staff.

Relevant Project Experience

City of Chino, Pine Avenue at Chino Creek | *Senior Project Manager*
Remove washed-out roadway material, debris, and CMP pipe from Chino Creek and reconstruct corrugated metal pipes and roadway. Restripe traffic delineation and place metal beam guardrail. Responsibilities include perform design reviews, constructability reviews, manage project schedules, ensure project technical consultants provide deliverables on time, follow up with agencies for permitting and requirements, review billing and contracts for scope of work and level of effort. Assist in staff report and RFIs to obtain bids and City approvals for projects and amendments.

City of Chino, SR-71 Pine Avenue Interchange | *Senior Project Manager & SWPPP Compliance*
Widen the SR-71 northbound and southbound off-ramps to increase the ramp capacities, construct a retaining wall with concrete barrier at northbound off-ramp, install a traffic signal at the intersection of SR-71 northbound off-ramp and Pine Avenue, and restripe the Pine Avenue bridge to provide two through lanes in each direction. Responsibilities include perform design reviews, constructability reviews, manage project schedules, ensure project technical consultants provide deliverables on time, follow up with agencies for permitting and requirements, review billing and contracts for scope of work and level of effort. Assist in staff report and RFIs to obtain bids and City approvals for projects and amendments.

City of Chino, Pine Avenue Widening from Euclid Avenue to Johnson Avenue | *Senior Project Manager*
Widen road from 2 lanes to 6 lanes and raise above El Prado Basin flood elevation. perform design reviews, constructability reviews, manage project schedules, ensure project technical consultants provide deliverables on time, follow up with agencies for permitting and requirements, review billing and contracts for scope of work and level of effort. Assist in staff report and RFIs to obtain bids and City approvals for projects and amendments.

City of Chino, Pine Avenue Widening Euclid Intersection | *Senior Project Manager/SWPPP Compliance*
Widen the Euclid Avenue/Pine Avenue Intersection to add dedicated through lanes, turn lanes, and a bike lane to increase existing traffic flow efficiency at the intersection. Responsibilities include perform design reviews, constructability reviews, manage project schedules, ensure project technical consultants provide deliverables on time, follow up with agencies for permitting and requirements, review billing and contracts for scope of work and level of effort. Assist in staff report and RFIs to obtain bids and City approvals for projects and amendments.

City of Chino, State Street Treatment Plant | *Senior Project Manager*
The proposed project consists of development of a State Street Water Treatment Facility (State Street WTF), which will be a new centralized treatment project that will treat water from Wells 12 and 14 for nitrate, perchlorate, and 1,2,3-TCP. The project also includes installation of offsite water transmission and brine pipelines, improvements to the existing wells, and site improvements. The water treatment facility will have a capacity to treat up to 4,000 gallons per minute (gpm) and the anticipated extraction rate from each well is 2,000 gpm. Responsibilities include perform design reviews, ensure project technical consultants provide deliverables on time, follow up with agencies for permitting and requirements, review billing and contracts for scope of work and level of effort. Assist in staff report and RFIs to obtain bids and City approvals for projects and amendments.

Pernilla Brandt, BSCE

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Project Manager



EDUCATION
» BSCE – California State University – Long Beach

LICENSES & REGISTRATION
» 30-Hr. Cal OSHA
» Defensive Driving Training

Ms. Brandt is a seasoned engineer with over 20 years of experience in engineering design and management specializing in municipal, commercial and residential projects. Extensive experience in all aspects of engineering project leadership including strategic planning, engineering and architectural specifications and drawings, scheduling, resource allocations, reporting, and cross-functional team collaboration. Continually exceeds expectations by building valuable relationships and works well with people at all levels of an organization including management, team members, contractors, and clients.

Relevant Project Experience

City of Chino, Pine Avenue Widening-Street Improvement | *Senior Project Manager*
Pine Avenue, between Euclid and Hellman Avenues (Pine Avenue), is a master-planned facility included in the City's Development Impact Nexus and Calculation Report, which will be a six-lane arterial roadway with a raised landscaped median. Pine Avenue is being constructed in phases. The segment of Pine Avenue from Euclid Avenue to Johnson Avenue is proposed to be constructed under the City's Pine Avenue Widening Project – ST203. Completing the ultimate configuration of Pine Avenue for this segment includes the following; demolition of existing roadway, additional rights-of-way acquisition on both the north and south sides of Pine Avenue to widen road and raise above flood elevation, relocation of existing utilities, changes in vertical profile, modification of intersections, new pavement and striping, provisions for new sewer, domestic water, recycled water, drainage, storm drain improvements including culvert crossing and rip rap across Pine Avenue and relocation of overhead utilities.

City of Chino, Euclid & Pine Intersection Street Improvement | *Senior Project Manager*
This major capital improvement project for the Pine Avenue and Euclid Avenue Intersection Improvements proposes to widen Pine Avenue and Euclid Avenue from 2 lanes to 6 lanes at this intersection. Overhead SCE lines and other utilities will be relocated as needed to accommodate new improvements. Provide drainage facilities. Adjust, remove, or relocate as needed water and gas utilities. Install street lighting, signage, and traffic controls. Traffic control and construction phasing will be provided to maintain a minimum of 1 lane in both directions at all times.

City of Chino, Wells 4 & 6 Water Treatment Facility | *Senior Project Manager*
This Capital Improvement Project for the City of Chino includes the City-owned groundwater Well 4 (700 gpm), located at 13504 Central Avenue, Chino, CA 91710 and Well 6 (660 gpm) is located at Villa Park (13515 3rd Street, Chino, CA 91710) and have been inactive for some time due to regulation updates to increase higher drinking water standards of SWRWQCB. The City's goal as stated in the City of Chino Water Master Plan Update dated January 2020, is to reduce reliance on imported water and expand access to local groundwater supplies. In addition, the City's Strategic Plan core organizational values strives to establish the allocation and investment of our City resources in a manner that is effective, efficient, and transparent. These two wells have been identified as priority CIP Projects in the City of Chino Water Master Plan updated in January 2020. To that end, the City is embarking on a new centralized groundwater treatment plant to bring Wells 4 and 6 back into service reducing the currently purchased water supply approximately up to a quarter. The proposed treatment plant will be located at a City-owned property and treat 1,700 gallons per minute (gpm) contributing to approximately 34% of the average day demand within the located pressure zone which supplies 52% of the overall service area. The project includes a new 2 million gallon per day (MGD) groundwater treatment facility to address water supply needs from Wells 4 and 6 and pipe connection of Wells 4 and 6. Currently, the wells are inactive due to water quality contamination. Chino Basin historically has been a center of agricultural and manufacturing activities that have contributed significantly to the contamination of the basin.

City of Chino, Benson Reservoir and Site Improvements | *Senior Project Manager*
This Capital Improvement Project for the City of Chino include the replacement of Reservoir 3 and general site improvements. Major improvements on this project include: Demolish and removal of existing welded steel 1.5 MG capacity reservoir. Design new reservoir in accordance with Title 22, CCR, Section 64585 and regulations pursuant to AWWA Standard D100 at the northwest (NW) corner of the site at the maximum storage capacity which meets seismic requirements with accounting for sloshing. Review capacity of booster station to make sure it is adequate. Prepare recommendation for the reservoir material type and corrosion prevention Install necessary SCADA and telemetry equipment on new reservoir (communication antennas and transducers) and ensure all equipment is operational prior to demolition of existing reservoir. General site improvements: Grading, security and communication equipment (electrical including low voltage), perimeter block wall, identify need for adding storm drain connections and removal of existing pond/retention basin, gate replacement, Mural conceptual design-exterior of new reservoir.

City of Chino, Well 20 Bon View Schafer | *Senior Project Manager*
This Groundwater Well Feasibility Study for Well 20 is included in the City of Chino's Capital Improvement Program Budget for fiscal year 2023-24, as project No. *WA233-Well 20 Bon View/Schaefer Project*. The site for the proposed well is located at 13715 Bon View, the northeast corner of Bon View and Schaefer avenues in the City of Ontario.If feasible, Well 20 will supply groundwater (estimated 1,600 gpm) to the City's existing Eastside Water Treatment Facility (EWTF) in the future. Major improvements on this project include: Research and study of site conditions. Collect and review existing hydrogeological data, environmental data, geotechnical data, historical data, and groundwater reports. Utility and permitting research for proposed well site. Geotechnical and ground water testing.

Anthony Flores, BSCE

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Project Manager
Constructability Reviewers & Scheduler/Estimator



EDUCATION
» Bachelor of Science in Civil Engineering – California State University, Long Beach

TRAINING & REGISTRATION
» Engineer-In-Training (EIT), State of California, #170698
» Caltrans Temporary Pedestrian Facilities Training
» 30-Hr. Cal OSHA
» Defensive Driving Training
» Sexual Harassment Prevention Training

Mr. Flores is currently running the City of Chino Pavement Management Program and has been managing this program for over 2 years. He is also managing the slurry seal program for the City of Lake Forest. Mr. Flores has experience in project management, construction management, contracting, field investigation, project management, and quality control for numerous capital improvement projects and federally funded projects, involving street improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Flores has a thorough understanding of Cal-OSHA practices and procedures, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials. Additionally, Mr. Flores is familiar with Caltrans field and construction office procedures, with experience assisting in inspection to assure compliance with plans and specifications, assisting in preparation of contract change orders, contract estimates, and progress payments, coordinating field testing of materials for compliance with project specifications and the Caltrans Quality Assurance Program, maintaining accurate project records, performing analytical calculations, and monitoring Contractor progress by preparing progress reports as required.

RELEVANT PROJECT EXPERIENCE

City of Alhambra, Street Rehabilitation Projects | *Senior Project Manager/Senior Construction Manager*
These street improvement programs for FY 19-20 & 20-21 consist of the pavement and street rehabilitation of 23 local street segments. Improvements included slurry seal treatment, varying depths of cold million and overlay, full depth removal and reconstruction, concrete improvements to ADA curb ramps, curb and gutters, and driveway approaches, intersection improvements, traffic signal hardware installation, fiber optic utility coordination, traffic signal loops, driveway aprons in need of repairs, and concrete cross gutter reconstruction.

City of Norwalk, CDBG Local Streets Rehabilitation Project | *Senior Project Manager*
This project is part of a local street rehabilitation program within Zone 28 of the City of Norwalk and is Community Block Development Grand funded. The project's scope includes repairs and reconstruction of concrete appurtenances, including cross gutters, curb and gutters, upgrades of ADA ramps to be compliant with ADA standards.

City of Chino, On-Call Project & Construction Management | *Senior Project Manager/Senior Construction Manager*

- SD211 – 11th Street/B Street Project
- ST232 – Kimball Ave Street Improvement
- MS202 – ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- SN211 – Alley Sanitation Rehab 20-21 Phase 1, II, and III
- ST223 – Madison St & Kellogg Ave Gap Closure Project
- D4215 Prado Inundation Area Remediation - Watertight Sewer Manhole Assembly and Streetlight Connections Retrofit Project
- MS 222 Slurry Seal Program
- MS 202 & ST 221 Chino Avenue Accessibility and Curb Ramp Improvements at 15th,17th and 19th Streets and Norton Avenue PCC Walk and Curb Ramps
- NC231 Schaefer Ave Localized Asphalt Repairs
- ST162 Localized Asphalt Repairs Various Locations
- R7200 Masonry Block Wall at Chino Police Department
- Yorba Ave Street Improvements – From Midblock between Chino Ave to Schaefer Ave
- F Street, G Street, 5th Street - Street Improvements
- City Hall EMT Parking Lot Improvements

City of Lake Forest, Street Resurfacing of Glenn Ranch Road from Portola to El Toro | *Senior Project Manager/Senior Construction Manager:* Mr. Flores is performing construction inspection services for this project, which involves the street resurfacing of Glenn Ranch Road from Portola Parkway to El Toro Road, as well as the slurry seal of and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, ARHM pavement, AC base course, aggregate base, curb and gutters, ADA ramp construction, intersection improvements, traffic signal hardware installation, fiber optic utility coordination, traffic signal loops, signing striping, markings and pavement legends, dig-outs, sewer and storm drain manholes, and water valves.

City of Vernon, 50th Street Water Main Replacement Project | *Senior Project Manager/Senior Construction Manager:* The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, trenching, bedding and backfill, replacement of traffic markings, shoring, over excavation, temporary and permanent pavement, steel plating, and roadway improvements and repair, installation of commercial services and laterals, pressure testing and disinfection of installed pipeline.

Anissa Voyiatzes, PE, ENV SP, QSD

Senior Project Manager
SWPPP/Environmental

ARDURRA



Education:
BS/1993/Civil Engineering/
California State University, Chico
Registrations:
1997/PE/Civil Engineering/
CA #57710

Certifications:
Envision Sustainability Professional/Institute for Sustainable Infrastructure
Qualified SWPPP Developer/
California Stormwater Quality Association

Years of Experience:
Entered the profession in 1994; Ardurra year of hire 2019

Anissa Voyiatzes has 29 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included bikeway, roadway widening, rehabilitation, ADA compliance evaluation and improvements, complete streets and streetscape projects, utility engineering, site grading, traffic engineering, flood control facilities, drainage systems, sewer and water systems, parking lots and retaining walls. Anissa specializes in public works engineering projects that incorporate sustainable design practices.

RELEVANT PROJECT EXPERIENCE

Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue), City of Long Beach, CA. Quality control manager and group leader for the design of the roadway and for a pedestrian and streetscape enhancement project, an approximate 1.9-mile stretch of corridor. The project consists of complete street improvements including Class II/IV bike lanes and other new bike/pedestrian facilities, bulbouts, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/ resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, landscaping and street trees, removing/relocating obstructions and utilities, and miscellaneous sustainable design features for improved mobility and safety.

Long Beach Pedestrian Accessibility Improvements Design, Long Beach, CA. Senior project manager responsible for evaluation and design of curb ramps to support the Citywide Curb Ramp program. Anissa previously managed the development of the City's Self Evaluation/Transition plans and is continuing that work with the citywide implementation for the placement and upgrade of all curb ramps at approximate 22,000 locations. The project includes ramp evaluation for ADA compliance, schematic and final design, and cost estimating.

2019 Cycle 1 Residential Street Improvements City of Manhattan Beach, CA. Senior project manager responsible overseeing the design and management for five miles of street improvements at various locations around the city. Design work included pavement rehabilitation, curb and gutter construction, sidewalk construction, and driveway construction. The project also included reconstruction of 61 curb ramps.

Plaza Del Amo at Western Mobility Enhancement, T-177, City of Torrance, CA. Senior project manager for the preparation of construction documents for the roadway widening of Plaza Del Amo from 223rd Street to Western Avenue to improve circulation and safety. Improvements include widening of the roadway on the north side, addressing roadway and stormwater deficiencies, restriping, curb and sidewalk and ADA-compliant ramp upgrades. Processed Caltrans Encroachment Permit for modifications and improvements at Western.

I-210 Soundwalls, Supplemental Environmental Report (NBSSR) and Plans, Specifications and Estimates (PS&E) Phase II, III and IV, City of La Cañada Flintridge, CA. Senior project manager for the design of eight soundwalls for the three separate projects, totaling $27 million, along the I-210 freeway. The projects have included soundwall design located along the hillside slopes and edge of travel ways, including bridge crossings. As part of this design, the project involved significant coordination with the City of La Cañada Flintridge and Caltrans.

ADA Ramp Program, City of Long Beach, CA. Senior program manager for the overall management and design of curb ramps for the City's ramp program. To date her team has designed approximately 185 ramps throughout the city.

Staff Augmentation for Design Support and Construction Engineering Services (TOS No 111), City of Los Angeles, CA. Senior project manager and program manager for the overall management of the Staff Augmentation Program. Provided design support in the form of both onsite and offsite design staff for approximately 10 ATP grant-funded projects.

OMAR ALAMEDDINE. EIT

Senior Project Manager

ARDURRA



Education:
BS/2009/CivilEngineering/
California State Polytechnic University, Pomona
Registration:
EIT/CA #151070
Years of Experience:
Entered the profession in 2006; Ardurra year of hire 2016

Omar Alameddine brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has delivered projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has also managed and inspected construction of recreational facilities such as soccer fields, public parks and a dog park, public facilities, domestic water, sewer, and drainage improvements. Clients appreciate Omar's penchant for precision and thorough documentation.

RELEVANT EXPERIENCE

Orangewood Avenue Improvements (from State College Boulevard to the Santa Ana River), City of Anaheim, CA. Contract administrator/construction manager for this $17 million multifaceted road widening project on Orangewood Avenue that spans a largely commercial area within proximity to several freeways along the south entrance to Angel Stadium of Anaheim. Improvements include road widening and paving, sidewalks, slough walls, curbs and gutters, retaining/block/sound walls, driveways, cross gutters and spandrels, drainage improvements, catch basins, WQMP BMP improvements, Disney Resort-Style hardscape and landscaping, irrigation improvements, and signing and striping, as well as electrical undergrounding with telecommunication lines relocation, installation of new City of Anaheim and City of Orange water mainline, traffic signal improvements, and a new variable message board.

Capital Improvement Projects, City of Anaheim, CA. Contract administrator/construction manager augmenting the City's Public Works staff to expedite the completion of more than $57 million in projects that have included Fire Station No. 5 *(2018 BEST Award, APWA Southern California chapter),* Indiana Street Water Main Replacement, Santa Ana Street Railroad Water Main Crossing with Metrolink/SCRRA, Citywide Sanitary Sewer Improvement Program/Projects – Group 6, and Underground Conversion Plan Projects.

Antonio Parkway/Santa Margarita Parkway Rehabilitation, City of Rancho Santa Margarita, CA. Construction manager for the $834,000 federally funded rehabilitation of two busy arterials. The project resurfaced a portion of Antonio Parkway and made improvements to Santa Margarita Parkway's eastbound lanes. Ensured compliance with federal, DBE and labor compliance requirements.

Polliwog Park Lower Playground Replacement Project, Manhattan Beach, CA. Construction manager for this $3.7-million project that includes removal and replacement of out-of-service play equipment, play surface, fencing, as well as renovation of parking lots and walkways. The new playground will include a pirate and beach themed design using a community consensus process, complete with new play surfaces and shade structures.

Parking Structure Lot 4 Repairs Project, City of Manhattan Beach, CA. Inspection services manager to provide inspection services and special inspections for the repairs to the functional life of Parking Structure Lot 4 (Project No. D-936) to confirm contractor compliance with the construction documents. These items include concrete repairs, sealants, and waterproofing coating of the upper deck, striping new pavement, and accessibility related improvements to the parking stalls and path of travel.

Firestone Blvd Regional Corridor Capacity Enhancements, City of South Gate, CA. *APWA Award Winner.* Assistant construction manager/lead inspector for a $20-million project to improve three segments of Firestone Blvd to increase traffic capacity and improve the road's appearance. Ensured project compliance with plans and specs. Provided fast-track design efforts for newly proposed bus pullouts, median construction, and drainage facilities. Observed utility potholing, traffic control and stormwater practices. Maintained personnel and equipment logs. Negotiated and reviewed potential change orders, orchestrated utility coordination, and collaborated with City staff. Provided public relations and progress reports. Participated and led progress meetings. Pre-construction duties included documenting existing conditions, such as tree wells to be removed.

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Project Management (CM&I) Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION

8. HOURLY RATE SCHEDULE

EXHIBIT "C"
COMPENSATION

February 2, 2024

Purchasing Department
303 East "B" Street, Ontario, CA 91764

Subject: Request for Qualifications for On-Call Project Management Services

Dear Purchasing Department ,

Z&K Consultants Inc. (Z&K) proudly presents our fee proposal for On-Call Engineering Services, Project Management, Construction Management, and Inspection Services. Rates included in our fee proposal contains fully billable rates. All overhead costs are included. All insurance will be in force at the time of contract execution. Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of the contract to deliver successful projects. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects.

Z&K has successfully held **over 50 On-Call** (Engineering Services, Project Management, Construction Management, Inspection) contracts in the last 5 years.

Z&K Consultants, Inc Hourly Rates (Project Management, Construction Management & Inspection Services):

Senior Project Manager	$160
Project Manager	$152
Senior Construction Manager	$166
Construction Manager	$158
Senior Construction Inspector	$148
Construction Inspector	$142
Deputy/Special Inspector	$148
Office Engineer/Document Control	$138
Labor Compliance Officer	$135
Scheduler/Estimator	$145
Surveyor	$159
Drone Pilot	$135
SWPPP/Environmental Specialist	$158
Landscape Architect	$162
Senior Highway & Bridge Designer/Structural Engineer	$165
Public Relations/Community Outreach	$135

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified.

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City and are committed to the successful completion the City's important projects.**

Sincerely,

Zack Faqih, PE
Principal-in-Charge, Management Contact
Z&K Consultants, Inc.
17130 Van Buren Blvd. Suite 122
Riverside, CA 92504
949.637.5040 | zfaqih@zandkconsultants.com

CITY OF ONTARIO

303 EAST B STREET | ONTARIO, CALIFORNIA 91764

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____ ___, **2024**, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Ardurra Group, Inc.**, a **CORPORATION**, with its principal place of business at **3737 Birch St, Suite 250, Newport Beach CA 92660** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **construction management and inspection services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **On-Call Project Management Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **construction management and inspection** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All

Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027,** unless earlier terminated as provided herein The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Thousand Dollars ($600,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of

Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Scott Adamson, PE, QSD/P, Omar Alameddine, EIT, Amy Czajkowski, PE, CCM, QSD/P, and Chuck Reuck.**

3.3.5 City's Representative. The City hereby designates **Dennis Mejia (Utilities Engineering Division Manager)** or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Scott Adamson, PE, QSD/P, Contract Manager**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation.

Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's

failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on

a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations

otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

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

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

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903

(2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Ardurra Group, Inc.**
3737 Birch St, Suite 250
Newport Beach, CA 92660
ATTN: **Scott Adamson**

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: **Dennis Mejia, P.E., Utilities Engineering Division Manager, OMUC**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required

by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRRA GROUP, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____

Scott Ochoa
City Manager

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

City Clerk

ARDURRA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting project management to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of four (4) qualified firms to assist with On-Call Project Management Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various project disciplines (e.g. Architecture, Capital Improvement, Facilities Maintenance, Public Works, Water and Wastewater Distribution, Water Facilities, Extended Staff Services, etc.) with the intention of maintaining a list of multiple qualified prime consulting firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Professional Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL PROJECT MANAGEMENT SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Project Management Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Professional Services Agreement for further requirements.

Expected services to be provided under this on-call contract are as followed:

ACHITECTURAL PRE-QUALIFICATION

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

ARCHITECTURAL BIDDING and SELECTION

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

DESIGN and CONSTRUCTION DOCUMENTS

- Attend meetings and prepare Meeting Minutes.
- Attend job-walks with architect and engineers
- Review plans at various stages and provide comments
- Provide support as required
- Review the 60 and 90% Plans and Specifications to identify potential errors, omissions, National Electric Code and coordination issues.
    - Detailed review of the Electrical drawings, Latter Logic, Relay logic, Control Logic, verification of the Instrumentation and Mechanical Drawings, and confirm that all electrical equipment are properly shown at their corresponding placements with their required signals, tagging, SCADA network connectivity, Verify all needed points and PLC Address on a list etc.
- Ensure all submittal comments have been addressed in the 100% package.

CONTRACTOR PRE-QUALIFICATION

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

CONTRACTOR BIDDING and SELECTION

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

PRE-CONSTRUCTION

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

CONSTRUCTION

- Monitor quality of construction via regular job-site inspections.
- Prepare, monitor, report periodically, and revise, as needed the Project Schedule.
- Prepare, monitor, report periodically, and revise, as needed the Project Budget.
- Attend weekly construction meetings, and provide meeting minutes, distributed to all parties
- Photograph site weekly and archive photos
- Monitor all standard construction documentation, including submittals, RFI's, etc.
- Review all contractor change orders for scope and cost approval.
- Review and monitor payment of all contractor and vendor invoices.
- Attend punchwalk on behalf of Client
- Monitor punch-list progress and completion to 100%
- Assist during punchlist period for complaints, modifications, etc.
- Provide support as needed
- On-site inspection services to ensure all electrical scope of work complies with the conformed set of plans and specifications.
    - Inspection team to be knowledgeable of all electrical, instrumentation, control logical, Discrete Input/Outputs, Analog (4-20ma) Inputs/Outputs and all SCADA/RTU systems at the project site.

FIXTURIZATION

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

POST-CONSTRUCTION

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

ACCOUNTING AND PROJECT CLOSE-OUT

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





CITY OF ONTARIO
SOUTHERN CALIFORNIA

STATEMENT OF QUALIFICATIONS TO PROVIDE

On-Call Project Management Services

CITY OF ONTARIO | RFQ NO. 1739

FEBRUARY 2, 2024

Submitted by: Ardurra Group, Inc.

ARDURRA









1. EXECUTIVE SUMMARY

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1. EXECUTIVE SUMMARY

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February 2, 2024

Omar Gonzalez, PE
CIP Manager
Ontario Municipal Utilities Company
1425 South Bon View Ave
Ontario, CA 91761

RE: STATEMENT OF QUALIFICATIONS TO PROVIDE ON-CALL PROJECT MANAGEMENT SERVICES (RFQ NO. 1739)

Dear Mr. Gonzalez and Selection Panel Members:

The Ardurra Group, Inc. (Ardurra) team is poised and prepared to provide project management, construction management, and inspection support services for the City of Ontario's (City) On-Call Project Management Services contract. With a history of providing similar services to Southern California agencies, Ardurra is the ideal firm to successfully deliver your Project and offers you the following:

Multi-Discipline Team to Meet Task Order Needs. The core of Ardurra's overriding approach to managing the tasks included as part of this contract will be our lead management staff. We have assembled a veteran group of engineers who have long histories of providing similar services throughout the Southern California region. Our team will be led by our Contract Manager/Senior Construction Manager, Scott Adamson, PE, QSD/P. He will be supported by a team of experienced project managers, construction managers, inspectors, and subconsultants. Ardurra maintains a local staff of over 30 in house project management and construction management professionals available to assist the City with delivery of its Capital Improvements Program. In addition to our in house staff, we have included a specialized subconsultant to provide more niche type services such as electrical and controls inspection and 3rd party plan review. Ardurra maintains a database of additional seasoned subconsultants of whom can be called upon on a project-by-project basis.

Successful Performance History with On-Call Contracts. On-Call contracts require a unique approach and an ability to adapt to the Client's needs. Ardurra has been the On-Call PM/CM firm on over 20 large contracts for five (5) separate agencies in the past five (5) years. The goal of these contracts is to supplement City staff where needed to effectively manage the lifecycle of CIP projects and keep the design and construction process moving effectively. This requires the ability to meet daily needs, weekly needs, and ultimately the needs of the entire duration of the project from concept to acceptance. In order to meet this expectation, Ardurra has the depth of resources and the ability to meet all expectations for demand and workload.

Ardurra's proposed team of professionals have built their careers providing the type of services requested as part of this request for proposal. We have managed all types of water/wastewater and public works infrastructure projects, including small and large diameter pipelines, pump stations, steel and concrete reservoirs, and treatment facilities. Our team of specialized subconsultants are all considered the best in their respective fields and have a proven track record of working hand in hand with our management staff. Our team has been called on again and again by our clients to manage projects ranging from less than 1 million to more than 50 million dollars. We bring the experience the City is looking for and are perfectly suited to assist the City with management of its capital improvements program.

A Collaborative Partner to Meticulously Manage Costs, Scheduling, and Quality Control. Ardurra's approach to project management is to implement a concise program that protects the client's interests and provides a quality product. We are committed to the City's success with our tried and true management processes to deliver complex projects while keeping the City informed and your funding protected. Ardurra will effectively and expeditiously communicate with City Staff, design consultants, and contractors as applicable to identify conflicts, coordinate issues, and obtained the needed action to keep the project on track.

On behalf of our team, we look forward to the opportunity to work with you to execute your upcoming projects. Please contact Scott Adamson at (858) 243-4977 should you have any questions regarding our proposal.

Sincerely,

Scott Adamson, PE, QSD/P
Contract Manager/Senior Construction Manager
858.243.4977 | sadamson@ardurra.com

Robert S. Weber, PE
Southwest Water Practice Director
858.842.6978 | rweber@ardurra.com



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3. IDENTIFICATION OF PROPOSER

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3. IDENTIFICATION OF RESPONDER

MEET ARDURRA

Ardurra Group, Inc. (Ardurra) is a relationship-based, professional services organization primarily serving public water and wastewater agency clients for the past 45 years. With 1450+ employees in 78 offices nationwide, Ardurra is a Top 500 ENR-ranked, rapidly growing company of experts, engineers, and design professionals committed to delivering quality services and practical solutions. Over the last three years, we have tripled in size through organic growth and strategic acquisitions that have expanded our resources, capabilities, and geographic reach. Our staff is our greatest resource, and we continue to grow to meet the needs of our clients.

Responsiveness – We Are There When You Need Us!

As we intend to demonstrate, Ardurra is proud of the reputation we have established and the style in which we deliver our services based on the investment and ownership responsibility we place on every single project. We are motivated to exceed the City of Ontario's (City) expectations. With offices throughout California, the Ardurra team provides local subject matter experts with the availability and resources to be responsive to the City's needs. We are a full staff of engineering, environmental, and construction professionals, including project managers, construction managers, engineers, environmental compliance specialists, designers, and construction inspectors. We strive to develop close working relationships with our clients so we can move quickly in response to client needs. We can provide on-the-spot assistance with an emergency situation or a fast-track project while maintaining sufficient staff and resources to manage large multi-discipline projects.

Local In-House Capabilities to Meet Task Order Needs

Our in-house capabilities include project management, construction management and inspection, civil, mechanical, electrical engineering and design, as-needed municipal "staff extension" services, water and wastewater master planning and hydraulic modeling, traffic and transportation engineering, plan checking, CEQA/NEPA compliance, regulatory permitting, GIS design and implementation, sewer flow monitoring, and survey services. We also have established relationships with several recognized specialty firms that support us with additional disciplines and services as needed. Our experienced construction management staff is capable of managing various complex infrastructure projects.

Our Commitment

Ardurra provides full-spectrum services to assist our clients from planning through construction. From our substantial experience in planning, designing, and managing public infrastructure undertakings, we understand that projects today are driven by a balance of economic, environmental, social, and political factors. We believe in working in partnership with our clients to meet these challenges. We offer the City a commitment to responsiveness, quality, and forward-thinking solutions to deliver innovative projects. We will exceed your expectations.

COMPANY INFORMATION

A. Legal Name and Address:

Corporate Address: Ardurra Group, Inc
4921 Memorial Highway #300
Tampa, FL 33634

Local Address: 3737 Birch Street, Suite 250
Newport Beach, CA 92660

B. Legal Form of Company: Corporation

C. Parent Company: Not Applicable

D. Proposed Representative

Scott Adamson, PE, QSD/P, *Contract Manager*
3737 Birch Street, Suite 250
Newport Beach, CA 92660
sadamson@ardurra.com | (858) 243-4977

E. City Business License Number: 12435960

2023 ENR SOURCEBOOK RANKINGS

2023 ENR TOP 500

#89 OVERALL

#71 TOP 100 PURE DESIGNERS

#20 WATER

#17 SEWER & WASTE

NATIONWIDE OPERATIONS

1,450+ STAFF IN 78 OFFICES



SOUTHWEST US OPERATIONS



200 STAFF IN 9 OFFICES

PROVIDED SERVICES TO 300 AGENCIES THROUGHOUT CALIFORNIA



4. STAFFING RESOURCES

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4. STAFFING RESOURCES

A. FIRM STAFFING & KEY PERSONNEL

Staff Assigned to Perform Services & Firm Capacity

Ardurra brings the right expertise to execute related scope of services for this project. Ardurra has over 60 professionals proposed to perform the requested services for this contract. Should the need arise, we are open to engaging firm-wide resources.

Team Organization

Ardurra's team will be led by Contract Manager Scott Adamson, PE, QSD/P, who has successfully acted as lead Senior Construction Manager/Project Manager on as-needed projects for southern California agencies such as Elsinore Valley Municipal Water District, Vista Irrigation District, the City of La Mesa, the City of Carlsbad, the City of Oceanside, and the City of San Diego. Mr. Adamson will be the primary point of contact for the City with Ardurra and will coordinate Ardurra's staffing assignments.

With a vast pool of resources, Mr. Adamson will draw on our experienced in-house staff of engineering professionals to provide project management, construction management, and inspection services. The members of our team have multiple years of experience providing these services.

To round out our team and provide the requested specialty services, Ardurra has teamed with Rockwell Construction Services to provide electrical, controls, and instrumentation inspection. In addition to the individuals proposed, Ardurra maintains a database of additional professionals and subconsultant firms who regularly work with Ardurra on a project-to-project basis. These services include materials testing and specialty inspection, corrosion/cathodic protection, and coating inspection.

The organization chart below illustrates the roles and relationships between the City, our key personnel, and subconsultant. The personnel are presented below with their current official titles, however billing rates are based on the type of work being performed. Should one of our higher-level team members be called on to provide services, the appropriate billing rate for that category of work will be applied. This goes for all team members, including our Senior Managers, who routinely step in due to unexpected peaks or short notice assignments. We have included our entire local team in our organization chart, but have only included introductions on the following pages for key personnel. Resumes for those individuals have been included in an Appendix; resumes for additional personnel are available upon request.

We are committed to providing the right person for the job and have the resources to do so!





SCOTT ADAMSON, PE, QSD/P

CONTRACT MANAGER/SENIOR CONSTRUCTION MANAGER

Scott is an expert in providing construction management, resident engineering, inspection, and design of small and large civil engineering public works projects with an emphasis in water/wastewater infrastructure, storm drain construction, and street improvements. During his career he has had the opportunity to work on a number of reservoir and tank rehabilitation projects, valve replacement projects, and pump station upgrades. He is familiar with challenging public works engineering issues such as: franchise utilities; NPDES requirements; public relations; right-of-way and private property issues; council concerns; and various types of outside grant and funding requirements, including SRF and FHWA funding programs.

YEARS OF EXPERIENCE

27 years

VALUE TO THE CITY

- ✓ Practical, real world construction experience that will prove invaluable to any task order
- ✓ Lead Project Manager/Contract Manager for 8 multi-year on-call construction management contracts; managing City of La Mesa's as-needed contract for 15 years
- ✓ Current on Caltrans Local Assistance Procedures and Water Pollution Control requirements

RELEVANT PROJECTS

- As-Needed Construction Management and Inspection Services, *City of La Mesa*
- Lower 1 Recycled Water Conveyance System, *City of Oceanside*
- As-Needed Engineering and Design, *City of Anaheim*
- On-Call Construction Management and Inspection Services, *Rainbow Municipal Water District*
- On-Call Inspection Support Services, *Rincon del Diablo Municipal Water District*
- On-Call Construction Inspection Services, *Elsinore Valley Municipal Water District*
- As-Needed Construction Management Serivces, *Eastern Municipal Water District*
- On-Call CIP Construction Management Consulting Services, *City of Chula Vista*
- Engineering Construction Inspection of Private Development Projects, *City of Encinitas*



OMAR ALAMEDDINE, EIT

SENIOR CONSTRUCTION MANAGER

Omar brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has delivered projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has also managed and inspected construction of recreational facilities such as soccer fields, public parks and a dog park, public facilities, domestic water, sewer, and drainage improvements. Clients appreciate Omar's penchant for precision and thorough documentation. He is able to lead diverse teams consisting of contractor(s), district staff, and construction management personnel teams to successfully achieve the common goal on any task order.

YEARS OF EXPERIENCE

18 years

VALUE TO THE CITY

- ✓ High proficiency in client and personnel management
- ✓ Contract Manager for multiple on-call construction management and inspection services contracts with various districts and municipalities in California
- ✓ Practical experience successfully delivering projects of various sizes using multiple contract delivery methods.

RELEVANT PROJECTS

- As-Needed Engineering and Design, *City of Anaheim*
  - Olive Street Water Main Replacement
  - Indiana Street Water Main Replacement
  - Imperial Highway and Big Sky Lane Water Main Replacement
  - Santa Ana Street Railroad Water Main Crossing with Metrolink/SCRRA
- On-Call Construction Inspection and Project Management Services, *City of Corona*
- On-Call Municipal Engineering Services and Public Works Inspection, *City of Lake Forest*
- On-Call Inspection Services, *Irvine Ranch Water District*
- Staff Augmentation for Construction Inspection Services, *City of Duarte*
- Field Inspections and Special Inspections Services, *County of San Diego*



AMY CZAJKOWSKI, PE, CCM, QSD/P

SENIOR PROJECT MANAGER

In her 30 years of serving water districts, municipalities, and purveyors, Ms. Czajkowski has gained recognition for system planning, design engineering, and construction management of public water and wastewater infrastructure projects. For the last 15 years, she has successfully managed large CIP programs for her clients. The key to her success has been the ability to prepare large scale planning documents, as discussed in our project approach, and then continual updates to these spreadsheets to achieve an execution rate of over 90% for each of our clients.

Acting as an extension of their staff, Ms. Czajkowski has applied her expertise to municipal utility departments and water districts through As-Needed Service Agreements. Acting in behalf of the department or district, she conducted studies and designs, prepared improvement projects, managed consultant projects, coordinated maintenance activities, and inspected, checked and reviewed plans and designs. Studies she has conducted include siting of pipeline and facilities, and energy pumping analysis. Designs have consisted of emergency repair and replacement, and small works projects. She has developed disinfection programs and managed on-site capital improvement projects. Her "as-needed" service to clients has afforded her a unique user/operator perspective in planning and designing water and wastewater infrastructure projects for municipalities and districts.

YEARS OF EXPERIENCE

30 years

VALUE TO THE CITY

- ✓ Successfully managed large CIP programs for multiple clients
- ✓ Committed to the programs she manages; served as the Program Manager for three (3) large programs holding each position between 4 and 10 years
- ✓ Certified Construction Manager to verify compliance, maintain safety and quality
- ✓ Extensive experience with CM for grant funded projects and compliance requirements

RELEVANT PROJECTS

- As-Needed Engineering and Design, *City of Anaheim*
- Third-Party CM & Inspection Services at Margaret H. Chandler Water Reclamation Plant, *San Bernardino Municipal Water Department*
- Program & Project Management of Capital Improvement Plan, *Long Beach Water Utilities Department*
- Program Management for Near Term Water Supply & CIP, *Elsinore Valley Municipal Water District*
- On-Call Project Management Services, *Coachella Valley Water District*
- As-Needed Program Management, *City of Oceanside*
- As-Needed Project Management, *City of Oceanside*
- As-Needed Project Management, *Vallecitos Water District*



CHUCK REUCK

START-UP & COMMISSIONING/SCADA

Chuck is a highly experienced professional in the planning, design, construction, and implementation of instrumentation and control systems, particularly in the water and wastewater industry. This specialized service brings a specific skill set and is invaluable during the constructability review stage. Prior project successes have made Chuck the regional go to person for complex SCADA/HMI/Integration issues. He works also works directly with IT departments to streamline and troubleshoot problems in the field and works with Operations departments to develop detailed start-up and testing requirements.

YEARS OF EXPERIENCE

27 years

VALUE TO THE CITY

- ✓ Brings diverse experience to solving problems
- ✓ Helps keep contractors focused on proper execution while not interfering with operations
- ✓ Advocates full end-to-end testing, with little to no simulation

RELEVANT PROJECTS

- SCADA Extension of Staff, *City of Oceanside*
- DCS System Upgrade Project, *Elsinore Valley Municipal Water District*
- Northwest Recycled Water SCADA Top-End Design and Implementation, *Inland Empire Utilities Agency*

B. IDENTIFICATION OF SUBCONSULTANT

ROCKWELL CONSTRUCTION SERVICES

ELECTRICAL AND INSTRUMENTATION & CONTROLS

The individuals at Rockwell Construction Services, LLC (RCS) have played a key role in the construction, start-up, commissioning, and close-out on several hundred projects over the 45 plus years that they have been involved in the water/wastewater industry. Their involvement with the industry was originally as an Electrical Contractor (Rockwell Electric, Inc.). Over the past eighteen (18) years, they have been providing electrical, instrumentation/control, and SCADA construction management services as a consultant. During this time, they have provided their services on several projects where they were contracted to Ardurra. These projects have ranged in size from smaller projects such as pressure reducing stations to larger projects such as overall plant upgrades, including, but not limited to the A-2 Lift Station Rehabilitation for Elsinore Valley Municipal Water District, Olivenhain Municipal Water District's Unit Z Pump Station, the City of Lomita's Cypress Street Reservoir/Well Treatment Facility, Vallecitos Water District's North Twin Oaks Pump Station, the City of Del Mar's 21st Street Pump Station, and the City of Oceanside's 511 Pump Station. Most recently, RCS provided electrical QA/QC review as part of Ardurra's Third Party Construction Management & Inspection Services contract at San Bernardino Municipal Water Department's Margaret H. Chandler Water Reclamation Plant for the Digester Gas Beneficial Use Program.

RCS's recent City of Ontario project experience includes providing onsite inspection and start-up services on the Chino/Haven Pressure Reducing Station project and documentation review services on the Well 50 ION Exchange Treatment Facilities Project.



6. EXPERIENCE AND TECHNICAL COMPETENCE

ARDURRA

6. EXPERIENCE AND TECHNICAL COMPETENCE

A. EXPERIENCE

The following section highlights Ardurra's proven capabilities providing similar expertise working on On-Call Project Management Services contracts.

Experience, Technical, and Professional Skills to Meet Goals and Fulfill General Functions Identified in the RFP	✓ Ardurra has a successful history of providing project management, construction management, and inspection services on multiple on-call contracts for municipalities across California specializing in water, wastewater, and recycled water infrastructure ✓ The variety of projects we have managed gives our firm not only the expertise in water, wastewater, and recycled water improvements needed to successfully manage what takes place inside the trench, but also the experience with large roadway improvement and traffic control issues in order to address the operations and issues surrounding the trench.
Past Staff Experience Performing Similar Services	✓ Veteran team lead by two (2) Senior Construction Managers and a Senior Project Manager that has managed over 20 on-call contracts for separate agencies in the past five (5) years. ✓ Our team has been repeatedly engaged by our clients to manage projects ranging from less than 1 million to more than 50 million dollars. ✓ Proposed team of professionals have built their careers providing the type of services requested as a part of this statement of qualifications.
21+ Number of Years the Firm has Conducted Business in Southern California	✓ Over 21 years providing exceptional project management, construction management, inspection, and related services to Southern California. Our success is based on long-term working relationships with public agencies, developed through our water, wastewater, and recycled water expertise and cemented with our commitment to deliver quality products and unmatched dedication to be responsive to our client services. Ardurra was started in 1977 as King Engineering Associates in the State of Florida. We have been providing services to the City since 2019.
Five (5) References Demonstrating Experience and Performance Providing Similar Services	✓ Ardurra is proud of the successful projects we have accomplished and the agencies that have placed their confidence in our services. ✓ We highly encourage the City to contact our references to confirm the efficiency, attention to detail, communication skills, and commitment of our team in successfully completing every project. ✓ *Please see the reference table on the following page for Ardurra's references demonstrating experience and performance providing similar services.*
Local Experience and Knowledge of the City	✓ Ardurra has successfully performed several projects for the City of Ontario/ Ontario Municipal Utilities Company including the following: • UT1032 On-Call Professional Engineering Services • UT1013 San Antonio Transmission Watermain, Phase 1 • UT1046 San Antonio Transmission Watermain, Phase 2 - 8th Street • UT1038 Risk & Resilience • UT1050 Ontario Ranch Phase 2 Water Improvements • UT1065 FY2023-2024 Water Main Improvements • UT1066 Downtown Water Main Improvements • UT1067 Laurel Avenue Sewer Main Improvements • UT1069 Sultana Avenue Sewer Main Improvements • UT1070 Nocta Street Sewer Main Improvements • UT1077 Nocta Street Sewer Lateral • 935 E Hold Blvd Demolition • SM2302 Sultana Storm Drain • Ontario Regional Sports Complex • City's Annual Land Use Control Inspection - Bon View • SD063 Fourth Street Storm Drain • On-Call Construction Management and Inspection for Various Projects ✓ No learning curve – we will leverage our previous experience to streamline the process.

References

Ardurra is proud of the successful projects we have accomplished and the agencies that have placed their confidence in our services. As demonstrated within our five project references included on the following pages, several of our team members have worked together on similar projects. We highly encourage the City to contact our references to confirm the efficiency, attention to detail, communication skills, and commitment of our team in successfully completing every project.

REFERENCES

	Organization/City	Contact Name	Phone Number	Email Address	Project Size/Description
1	Elsinore Valley Municipal Water District	Jason Dafforn, PE*	(951) 434-4708	jdafforn@valley-sanitary.org	*Please see project profiles located on pages 22-26 for each associated project.*
	** Former Director of Engineering and Water Resources at Elsinore Valley Municipal Water District, current General Manager at Valley Sanitary District*				
2	Long Beach Water Utilities Department	Wendy Chen, PE	(562) 570-2324	wendy.chen@lbwater.org	
3	City of La Mesa	Hamed Hashemian, PE**	(661) 267-5303	hhashemian@cityofpalmdale.org	
	*** Former Engineering Project Manager at City of La Mesa, current Deputy Director of Public Works at City of Palmdale*				
4	City of Oceanside	Philip Tunnell, PE	(760) 435-5848	ptunnell@oceansideca.org	
5	City of Anaheim - Public Utilities Department	Jake Hester, PE	(714) 765-4421	jhester@anaheim.net	

B. PROJECT SPECIFIC EXPERIENCE

The Ardurra Team brings an outstanding record of providing project management and construction management (PM/CM) services on similar On-Call contracts for municipalities throughout Southern California. Many of these clients have again and again chosen Ardurra over the course of multi-year contracts to assist them with managing their capital improvement programs. Ardurra specializes in the project management and construction management of public works infrastructure projects. We aren't just an engineering firm that offers PM/CM services, almost one half of all of our business comes from these services and we pride ourselves on being one of the locally recognized leaders in the field.

As a firm dedicated to local infrastructure engineering and construction, we have a proven track record of providing responsive experienced staff for all levels of service including Project Managers, Construction Managers, Resident Engineers, and Field Inspectors. We are known for providing staff experienced and familiar with the particular aspects of municipal engineering such as familiarity with Agencies' Standards, "Greenbook" and the regional standards, sensitivity to public convenience and access, and inter-agency coordination.

Our Contract Manager/Senior Construction Manager, Scott Adamson PE, QSD/P, has overseen a number of similar contracts for Ardurra over the past ten years. He understands the cyclic nature of an as-needed role and the need to quickly respond to the City's requests should it be for a long-term assignment or a short emergency repair. In order to accomplish this, Mr. Adamson will call on our team of experienced Project Managers, Construction Managers, and Inspectors. Ardurra strives to maintain a diverse group of personnel both in-house as well as an extended group of more specialized subconsultants in order to provide the right skills for the services requested. Our team of professionals has the knowledge and technical experience to provide the services we would anticipate being requested as part of this contract.

On-Call/As-Needed Services

Our reputation for providing quality As-Needed services has been confirmed by our on-going relationships with agencies throughout Southern California. Below we have provided an abbreviated list of some of the clients we have provided On-Call/As-Needed services for. We have also included short descriptions of our recent clients and a summary of the services we have been providing for them.

On-Call /As-Needed Services

Agency	Agency
• City of Anaheim	• City of Ontario
• City of Carlsbad	• City of San Diego
• City of Chula Vista	• City of Solana Beach
• City of Corona	• City of Vista
• City of Cypress	• County of Los Angeles
• City of Del Mar	• County of San Diego
• City of Encinitas	• Eastern Municipal Water District
• City of Fullerton	• Elsinore Valley Municipal Water District
• City of Hawaiian Gardens	• Helix Water District
• City of Huntington Beach	• Irvine Ranch Water District
• City of La Mesa	• Olivenhain Municipal Water District
• City of Laguna Hills	• Rainbow Municipal Water District
• City of Laguna Niguel	• Rincon del Diablo Municipal Water District
• City of Lake Forest	• South Coast Water District
• City of Long Beach	• Vallecitos Water District
• City of National City	• Valley Center Municipal Water District
• City of Oceanside	• Western Municipal Water District

Our team of professionals has the knowledge and technical experience to provide the services we would anticipate being requested as part of this contract. Ardurra is primarily a water and sewer infrastructure engineering company and our staff has spent the majority of their careers providing project

management, construction management, and inspection in these fields. Our experience includes steel and concrete reservoirs, large and small diameter pipeline installations, pipeline rehabilitation, trenchless and tunneling installations, pump stations, and treatment facilities.

Elsinore Valley Municipal Water District

Ardurra has previously provided development and CIP inspection services to the Elsinore Valley Municipal Water District (EVMWD/District) as part of an ongoing as-needed contract, as well as through job specific RFPs. Our inspectors have supplemented EVMWD's staff, allowing the District to more easily handle the peaks and valleys in inspection needs that come with these types of projects. EVMWD has complimented Ardurra a number of times on our ability to respond quickly to their needs and do our best to provide the right person for the job.

Elsinore Valley Municipal Water District	
Project	**Project Type**
City Reservoir and Clay Canyon Tank Rehabilitation	Steel Tank Rehabilitation Project
A-2 Lift Station Upgrade	Lift Station Improvements, Pumps, Wet-well Rehab, New Controls
Hwy 74 Sewer Main Installation	Sewer Installation as Part of Caltrans Project
Monte Vista Water & Sewer	Private Development Water & Sewer Main Installation
Meadowbrook Tank Demolition	Steel Tank Removal and Yard Piping
Single Check Backflow Improvement Program	Upgrade Commercial Backflow Preventers

City of Carlsbad

Ardurra has also been providing As-Needed CM and Inspection services for the City of Carlsbad since 2008. We have provided CM, Resident Engineering, and Inspection service on a range of projects including water improvements, sewer replacement, storm drain improvements, street resurfacing, and private development inspection. Over the course of our relationship with Carlsbad we have provided everything from short term emergency needs to a full-time extension-of-staff position filling a need for a Construction Manager to oversee and manage their in-house inspection staff and workload.

City of Carlsbad	
Project	**Project Type**
La Costa Water Main Replacement	8-inch PVC Water Pipeline, Directional Drill Tunneling
Foxes Landing Lift Station Upgrades	Lift Station Construction, Sensitive Environmental Habitat at Lagoon, Large Bypass System



LA COSTA WATER MAIN REPLACEMENT

CITY OF CARLSBAD

INSTALLATION OF 577 LF 8-INCH HDPE WATERLINE VIA HORIZONTAL DIRECTIONAL DRILLING, 352 LF 8-INCH PVC WATERLINE VIA OPEN TRENCH, AND TIE-INS. NEW HDPE WATERLINE WAS HORIZONTALLY DIRECTIONAL DRILLED UNDERNEATH A GOLF COURSE AND CONNECT TO WATER SYSTEM ON OTHER SIDE USING NEW PVC.

City of Carlsbad	
Project	**Project Type**
Poinsettia Lift Station Replacement	Mechanical, Structural, and Electrical Inspections
Recycled Water Pipeline, Phase III, Segment 1A & 7	12-inch Recycled Water Main Installation, Cross Connection Inspection
Pressure Control Hydroelectric Facility at Maerkle Reservoir	Hydroelectric Retrofit
Tri-Agency Water Transmission Pipeline Reach 2 - Phase 1	18-inch CLM&C Water Pipeline

City of La Mesa

Ardurra has consistently been chosen by the City of La Mesa to be their preferred provider of As-Needed CM and Inspection services for more than 15 years. Our staff of professionals has provided services on CIP projects including large diameter sewers, storm drain replacements, streetscape improvements, street resurfacing projects, and multi-lot development inspection. Our level of service has included long term extension of staff positions, project to project inspection services, and supplemental inspection for night work and emergencies. Our CM staff regularly works with the City's engineering staff to provide construction management services from constructability reviews on upcoming projects through close-out documentation, including funding documentation reporting for State Revolving Fund (SRF) sources and Caltrans administered FHWA funding.

City of La Mesa	
Project	**Project Type**
Alvarado Channel Sewer Replacement	Large Diameter Sewer Main Replacement, Open Channel Construction
Inflow and Infiltration Phase 5 Sewer Improvements	Sewer Main Replacement
SRS-Funded Sewer Replacement/ Rehabilitation Project (Phases 1-4)	Open-Cut, Pipebursting, CIPP Lining, Jack & Bore
University Avenue Median Improvements	Streetscape: ADA, Overlay, Signals, LID Construction, Landscaping, Striping
Downtown Village Streetscape Improvements	Streetscape: ADA, Overlay, Signals, LID Construction, Landscaping, Striping
Johnson Avenue Storm Drain	Storm Drain, Sewer

City of Oceanside

The City of Oceanside is another agency that Ardurra has been providing As-Needed CM and Inspection services for since 2008. We have traditionally worked primarily with the Public Utilities department on water and sewer improvements but have also provided inspection on municipal CIP projects for the engineering department as well. Through our current as needed, Ardurra is providing an in-house extension of staff project manager assisting the Public Utilities department with managing the CIP program and meeting project completion goals. We have provided CM, Resident Engineering, and Inspection service on a range of projects including water improvements, sewer replacement, storm drain improvements, and surface improvements.

City of Oceanside	
Project	**Project Type**
Lower 1 Recycled Water Conveyance	Recycled Water Replacement
Lake Boulevard 14-inch Water Main Replacement	Water Main Replacement
Loretta Street Waterline Replacement	Water Main Replacement
South Oceanside Water & Sewer Replacement Project	Water and Sewer Main Replacement
Fire Mountain and Guajome Concrete Tank Rehabilitation	Prestressed Tank Re-Wrapping and Stressing
Lake Boulevard Sewer Replacement	Sewer Main Replacement

City of San Diego

In conjunction with Harris and Associates and Arcadis, Ardurra has provided Resident Engineering services to the City of San Diego, sometimes providing up to three resident engineers at one time. These positions have been full-time extension-of-staff positions with the City of San Diego Field Engineering department. Our Resident Engineers have managed and inspected a number of projects including large diameter trunk sewer rehab, collector sewer system rehabilitation, and water improvement projects. Below is a table listing the projects we have provided these services on.



LORETTA STREET WATERLINE REPLACEMENT
CITY OF OCEANSIDE

AWARD WINNER
APWA San Diego/ Imperial Counties Chapter
Project of the Year Award, 2008
ASCE San Diego Section
Award of Merit, 2007

1,600 LF 12-INCH STEEL PIPE INSTALLED VIA HORIZONTAL DIRECTIONAL DRILL (HDD) UNDER HIGHWAY 76 WITH MAXIMUM DEPTH OF 70 FEET; 2,150 LF 12-INCH STEEL WATERLINE INSTALLED VIA CONVENTIONAL OPEN TRENCH METHODS .

City of San Diego	
Project	**Project Type**
Group Job 954 Water & Sewer Replacement	Large Diameter Water & Sewer Replacements, Jack & Bore
East Point Loma Trunk Sewer	Large Diameter CIPP Rehabilitation
P-1/Q-1 Sewer Rehabilitation	CIPP Lining, "Rib-Lock"
Group 935 Water Replacement	Large Diameter Water
Group 941 Water Replacement	Large Diameter Water
Camino Del Sur Recycled Water Conversion	Large Diameter Water







PROJECT SPECIFICATIONS

ROLE OF FIRM: Project Management & Construction Management

DOLLAR VALUE OF SERVICES: $45M

DOLLAR VALUE OF FEES: $XX

STAFFING: Amy Czajkowski, Alan Hargis, Brandin Checkos, Danny Robinson, Kirill Dolinkskiy, Chuck Reuck, Nancy Cambra

DURATION OF SERVICES: 4/2016 – 3/2020*
**Contract converted to an as-needed advisory role.*

RELATIONSHIP TO CLIENT: Consultant

REFERENCE:
Jason Dafforn, PE
Former EVMWD Director of Engineering and Water Resources, current General Manager at Valley Sanitary District
951.434.4708
jdafforn@valley-sanitary.org

> "The Near Term Water Supply Program Construction Projects were all managed by Ardurra and involved many complexities such as permitting, coordination with the various hydrogeologists, and connections to aged infrastructure. .... And allowed EVMWD to increase our capacity of local groundwater supply and meet our ever increasing water demands..."
> – JASON DAFFORN, PE

1 PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT FOR NEAR TERM WATER SUPPLY & CIP

ELSINORE VALLEY MUNICIPAL WATER DISTRICT | LAKE ELSINORE, CA

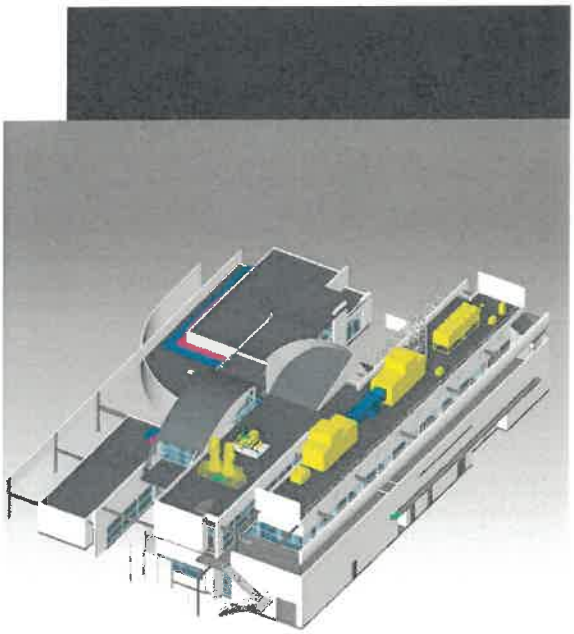
DESCRIPTION OF SERVICES

Ardurra was engaged by the Elsinore Valley Municipal Water District (EVMWD) to provide project and construction management for over 40 CIP projects ranging in construction value from $300K to $10M. The CIP execution rate was over 90% and all projects were completed on time and with an overall 2% change order rate. Under this contract, a wide range of services were successfully provided:

- Coordinated and supervised all inspections for in-house inspection staff and outside consultants
- Processed all RFIs, Progress Payments, etc. and conducted all Progress Meetings
- Managed (3) emergency construction projects including the repair of a sewer force main in Highway 74
- Coordinated all communications with the Engineers of Record (EORs) and CM staff
- Performed public outreach tasks
- Performed all Claims Management
- Oversaw the District's Labor Compliance Program
- Acted as the SMARTS system Legally Responsible Party (LRP) and performed all Qualified SWPPP Practitioner (QSP) inspections
- Acted as coordinator with the various jurisdictions such as RCFCWCD, Caltrans, RWQCB, ACOE, CDFG, and other agencies to complete permits.
- Coordinated with SCE to secure new electrical service for the various facilities

The projects, totaling over $45M, encompassed a wide range of work and are identified in the District's Fiscal Year 2015-2018 budgets. Projects included:

- **Temescal Canyon Roadway Improvements - Water Main Relocations –** Prepared plans and specifications to relocate approximately 100 lf of this major 42-inch diameter CML&C potable water main, and provided construction management and inspection services during the construction phase for this segment and other relocations along the entire roadway project where EVMWD's facilities were impacted.
- **Flagler Well Project –** Provided construction management for the rehabilitation of two (2) deep wells and the treatment systems and booster station to discharge into the 42-inch Temescal Canyon Pipeline. Project included obtaining two permits from the County of Riverside Transportation Department and the City of Corona and coordination with Caltrans.
- **Palomar Well Project –** Provided construction management for the three-phased project:
  - **Phase 1**: Construction of 2,520 lf of 16-inch PVC well flushing pipeline with the connection to the County of Riverside Flood Control channel, 1,960 lf of 8-inch sewer, and a 12-inch waterline to be a primary feed from the well station. Procurement of several permits were required: City of Wildomar encroachment permit and TCP review, County of Riverside Flood Control encroachment permit, and DEH septic tank abandonment.
  - **Phase 2**: Construction of a 20-inch 1,000 deep new potable well (designed at 1,200 gpm) at the existing EVMWD site.
  - **Phase 3**: Construction of Wellhead and chloramination Disinfection Facilities



IM MODEL OF NEW HVAC SYSTEM AT THE GWTP



PROJECT SPECIFICATIONS

ROLE OF FIRM: Program Management, Overall Program Scheduling, Project Management, Construction Management, Labor Compliance

DOLLAR VALUE OF SERVICES: ~$118M

DOLLAR VALUE OF FEES: $3.5M

STAFFING: Amy Czajkowski, Brandin Checkos, Chuck Reuck, Jay Jordan, Gafur Oyewo, Nancy Cambra

DURATION OF SERVICES: 10/2021 – Present

RELATIONSHIP TO CLIENT: Consultant

REFERENCE:
Wendy Chen, PE
Engineering Manager
562.570.2324
wendy.chen@lbwater.org

2 PROGRAM & PROJECT MANAGEMENT OF CAPITAL IMPROVEMENT PLAN

LONG BEACH WATER UTILITIES DEPARTMENT | LONG BEACH, CA

DESCRIPTION OF SERVICES

Ardurra provides Program Management, Project Management, and Construction Management Services for Long Beach Water Department (LBWD) projects from the inception through design and during construction, which generally includes the following steps:

- Prepare Request for Proposals (RFP)s for master planning, engineering design, services for construction management and inspection services, select consultants, prepare contracts, etc.
- Conduct meetings with LBWD staff, outside consultants and contractors during planning, design, and construction projects
- Review deliverables for design and perform constructability reviews to ensure the contracts are bid ready
- Train LBWD Project Managers and/or provide advice for resolving technical and/or construction issues as they arise
- Constructability Reviews
- Review of 30% PDR, 60%, 90%, 100%, and Bid Ready plans and specifications
- Coordinating and supervising all inspections for in-house inspection staff and outside consultants
- Processing all RFIs, Progress Payments, etc. and conducting all Progress Meetings
- Coordinating all communications with the Engineers of Record (EORs) and CM staff
- Performing public outreach tasks
- Labor Compliance, performed in-house by Ardurra for various projects and Adrurra managing LBWD's Labor Compliance consultant
- Acting as the SMARTS system Legally Responsible Party (LRP) and performing all Qualified SWPPP Practitioner (QSP) inspections
- Performing all Claims Management
- Acting as coordinator with the various jurisdictions such as RCFCWCD, Caltrans, RWQCB, ACOE, CDFG, and other agencies to complete permits.
- Coordinating with SCE to secure new electrical service for the various facilities.

PROJECTS

- Well Commission 22A ($3M)
- Groundwater Treatment Plant HVAC Replacement Project ($8M)
- LADWP Haynes Generating Station Sewer Pipeline Project ($20M)
- LADWP Haynes Generating Station Recycled Water Pipeline Project ($17M)
- 2021 Four New Wells – El Dorado 1, El Dorado 2, Citizens 8A, Commission 23 ($22M)
- New Wells Alamitos 9A and Alamitos 14 ($12M)
- New Wells Comm 23A and Comm 26 ($11M)
- Water Main Replacement - Spinnaker Bay Ph 1 ($4M)
- S-25 Sewer Lift Station Rehabilitation ($4M)
- S-8 Sewer Lift Station Rehabilitation ($4M)
- Sanitary Sewer Rehabilitation and Replacement Projects 7 & 8 ($2M/$2M)
- Cathodic Protection Phases 5 & 6 ($1.5M/$1.5M)
- Large Valve Replacement FY22/23 (Willow St) ($1M)







PROJECT SPECIFICATIONS

ROLE OF FIRM: Construction Management and Inspection

DOLLAR VALUE OF SERVICES: $72M

DOLLAR VALUE OF FEES: $8M

STAFFING: Scott Adamson, Dustin Bender, Bob Keleman, Juan Ceseña, Mike Tisdale, John Klimuszko, Nancy Cambra, Robin Babka

DURATION OF SERVICES: 2008 – Present

RELATIONSHIP TO CLIENT: Consultant

REFERENCE:
Hamed Hashemian, PE
Former Engineering Project Manager at City of La Mesa, current Deputy Director of Public Works at City of Palmdale
661.267.5303
hhashemian@cityofpalmdale.org

3 AS-NEEDED CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

CITY OF LA MESA | LA MESA, CA

DESCRIPTION OF SERVICES

Ardurra has consistently been chosen by the City of La Mesa to be their preferred provider of As-Needed Construction Management and Inspection services for more than 18 years. Our staff of professionals has provided services on Capital Improvement Projects, including large-diameter sewers, storm drain replacements, streetscape improvements, street resurfacing projects, and multi-lot development inspections. Our level of service has included a long-term extension of staff positions, project-to-project inspection services, and supplemental inspection for night work and emergencies.

Our staff regularly works with the City's engineering staff to provide construction management services from constructability reviews on upcoming projects through close-out documentation, including funding documentation reporting for State Revolving Fund (SRF) sources and Caltrans-administered FHWA funding. Projects have included:

- Alvarado Channel Sewer Replacement
- University Avenue Median Improvements
- Downtown Village Streetscape Improvements
- West La Mesa Street Improvements
- 2011 Collector Street Rehabilitation/Utility Undergrounding
- SRF-Funded Sewer Replacement/ Rehabilitation Project (Phases 1-5)
- Johnson Avenue Storm Drain

HIGHLIGHTED PROJECT

- **SRF-Funded Sewer Replacement/Rehabilitation Project** – Over the past 18 years, the City of La Mesa has continued to work toward the goal of replacing all concrete sewer mains with the goal of greatly reducing inflow and infiltration in these aging lines that has led to system spills during large rain events. As a part of our long held as-needed contract, Ardurra has provided contract administration, inspection services, and quality control for multiple phases of this sewer replacement/rehabilitation project. This project was implemented in order to replace or rehabilitate old 6-inch concrete sewer mains with new 8-inch PVC mains throughout the City of La Mesa. Significant construction activities managed as part of this project included traditional open trench replacement, 30-inch jack and bore installation under railroad tracks, and "pipebursting" techniques; most of which was installed in narrow easements along property lines. Ardurra was responsible for all coordination with affected utilities including, AT&T, SDG&E and Helix Water District, as well as provided the necessary reporting and coordination with the Water Resources Control Board, State Revolving Fund program. To date, this six (6) phased program has included the following project components: replacement/rehabilitation of 64,000 lf sewer; 6,200 lf of Cured-in-Place Polyester Lining; 7,800 lf HDPE "pipebursting"; and 200 lf 30-inch jack & bore.







PROJECT SPECIFICATIONS

ROLE OF FIRM: Construction Management and Inspection

DOLLAR VALUE OF SERVICES: $16.5M

DOLLAR VALUE OF FEES: $2.5M

STAFFING: Scott Adamson, Joe McMahon, Lucas Findlay, Alan Hargis, Jay Jordan, Danny Robinson, José Nuñez, John Klimuszko, Nancy Cambra, Robin Babka

DURATION OF SERVICES: 5/2020 – 2/2023

RELATIONSHIP TO CLIENT: Consultant

REFERENCE:
Philip Tunnell, PE
Senior Civil Engineer - Water Utilities Department
760.435.5848
ptunnell@oceansideca.org

4 LOWER 1 RECYCLED WATER CONVEYANCE

CITY OF OCEANSIDE | OCEANSIDE, CA

DESCRIPTION OF SERVICES

In order to expand its availability of recycled water and take advantage of the City of Oceanside's (City) new upgraded treatment facility, the City undertook this major pipeline project. This project installed 7+ miles of 8- to 16-inch PVC recycled water main from the San Luis Rey treatment plant to a reservoir on Fire Mountain Drive along El Camino Real. The project began in the residential neighborhoods surrounding the treatment plant and eventually progressed to one of the City's busiest arterial roadways. In addition, the pipeline alignment crossed under the San Luis Rey River via Horizontal Directional Drilled HDPE sleeve. The alignment also included two Jack & Bore tunneled sections involving both NCTD and Caltrans right of way encroachment permits.

Ardurra provided a complete construction management and inspection team for this project. Ardurra's field team consisted of a full-time construction manager and one to two site inspectors depending on the volume of work being performed or number of shifts. In addition, the City requested that the CM team include environmental services and geotechnical and special inspection services. Ardurra teamed with Helix Environmental and Ninyo & Moore for these respective services.

Due to the location of the project, within the San Luis Rey river valley, the project had a significant environmental component. The project MMRP required a number of different bird and plant surveys, as well as sound mitigation measures during breeding seasons. Though most of the alignment was in previously disturbed soils, there were a number of areas that required paleontological and archeological monitoring as well. Ardurra worked with our subconsultant, Helix Environmental to provide the required studies and monitoring, and coordinate efforts required by the Contractor.

PROJECT HIGHLIGHTS

- Traffic control on major arterial roadway
- Caltrans and NCTD encroachment permits
- Large diameter HDD
- Environmentally sensitive habitat
- Long term night operations







PROJECT SPECIFICATIONS

ROLE OF FIRM: Construction Management and Design

DOLLAR VALUE OF SERVICES: Varies by Project; $400,000 – $6,000,000

DOLLAR VALUE OF FEES: Varies by Project; $30,000 – $400,000

STAFFING: Scott Adamson, Omar Alameddine, Jay Jordan, Gafur Oyewo, Jeff Moody, Alan Hargis, Calvin "Chip" Vanderbeek, Eric Nunez, Rockwell Construction Services

DURATION OF SERVICES: 2019 – Present

RELATIONSHIP TO CLIENT: Consultant

REFERENCE:
Jake Hester, PE
Water Engineering Manager
714.765.4421
jhester@anaheim.net

5 AS-NEEDED ENGINEERING AND DESIGN

CITY OF ANAHEIM - PUBLIC UTILITIES DEPARTMENT | ANAHEIM, CA

DESCRIPTION OF SERVICES

The Ardurra team is currently providing water engineering services in support of the City of Anaheim's Public Utilities Water capital improvement program. For the last five years Ardurra has served as the City's on-call consultant. Projects have included design of pipelines, wells, pump stations, pressure regulation stations, water mains, water quality and treatment, and reservoirs. Other work has included planning studies, hydraulic modeling, feasibility studies, and construction management and inspection. As a result of Ardurra's successful record of performance, the City extended our agreement based on the successful completion of various projects. Ardurra provided construction management and/or resident engineering services on the following:

HIGHLIGHTED PROJECTS

- **Construction Management and Inspection Services for Santa Ana Street Railroad Water Main Crossing with Metrolink/SCRRA** – Bore and jack trenchless installation method, furnishing, and installation of approximately 70 lf of 24-inch steel casing pipe (1/2-inch thickness) welded joints and 12-inch zinc-coated ductile iron pipe class 56; open-cut construction method furnishing and installation of approximately 75 lf of 12-inch zinc-coated ductile iron pipe class 52.
- **Felicidad Water Main Replacement Design-Build** – Installation of 630 LF of 12-inch and 3,960 LF of 8-inch ductile-iron pipe (DIP) as well as new water services and appurtenances at two project sites: Site 1 – 1,350 LF of 8-inch DIP and Site 2 630 LF of 12-inch DIP and 2,610 LF of 8-inch DIP. The project also included traffic control, removal and restoration of existing improvements, excavation, backfill, shutdowns, dewatering, temporary high-lining of water service, hydrant installation, coordination with water service customers, chlorination, dechlorination, pressure testing, and site cleanup.
- **Engineering and Construction Support Services M-Vault Nos. 26, 33, and 55 Rehabilitation** – Rehabilitation or abandonment of three access vaults located along water transmission lines throughout Anaheim. The work consists of replacing electrical facilities inside vault including sump pump, lighting, blower, switches, junction box, receptacle outlet, and conduit, as well as installing water line connections.
- **Engineering and Construction Support Services M-Vault Nos. 10, 25, 49, and 94 Rehabilitation** – Rehabilitation of four vaults located on water transmission lines throughout Anaheim. The work consists of demolition/removal and installation of vaults and associated pipes and appurtenances, as well as replacing electrical facilities, installing water line connections, potholing, and pavement restoration.
- **Olive Street 16-inch Water Main Replacement** – Installation of approximately 1,220 lf of 16-inch and 650 lf of restrained ductile iron pipe, that included approximately 64 lf of 16-inch with 28-inch ID steel casing mainline pipeline jack and bore under BNSF railroad, service lateral tie-in connections, replacement of isolation valves, constructing water service replacements and fire hydrant assemblies, removal of existing fire hydrant assemblies, abandon in place existing water main and appurtenances, main line shut-down/tie-in connection coordination with local businesses, and paving and striping restoration. This project increased system reliability by replacing aging infrastructure. Ardurra also provided As-Built review and AutoCAD drafting of final as-built project drawings as part of project.

Other Requested Information

RFP CRITERIA		RESPONSE
(a)	Failure to enter into a contract or professional services agreement once selected.	N/A
(b)	Withdrawal of a proposal as a result of an error.	N/A
(c)	Termination or failure to complete a contract.	• Buena Sanitation District terminated IEC for convenience *(2019, before Ardurra acquisition)* • Gila River Indian Community terminated Ardurra for convenience
(d)	Debarment by any municipal, county, state, federal or local agency.	N/A
(e)	Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.	Please see **Section 10. Litigation.**
(f)	Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.	N/A
(g)	Willful disregard for applicable rules, laws or regulations.	N/A

C. TECHNICAL COMPETENCE

Technical Resources

Ardurra is a fully operating organization with the latest innovative technologies and licenses required to plan, prepare, design, model, and execute pipeline projects. Our staff is proficient in utilizing these software tools to analyze and create the most favorable solutions aligned with project goals. Programs include but are not limited to:

- Microstation and pipeline design programs
- AutoCAD, Civil3D, Geographic Information (GIS)
- Inroads, a program that prepares grading plans, plan and profile sheets, and roadway designs. InRoads also computes cut and fill quantities and automatically determines roadway (and pipeline) stations and creates sections.
- ArcMap (ArcInfo) to support water and wastewater system master planning efforts
- Water modeling software including: H20Net, H20Map Water, InfoWater, EPANet, WaterCAD, WaterGEMS
- Sewer modeling sofwater including: H20Map Sewer, InfoSewer, InfoSWMM, XP-SWMM, SewerCAD, and SewerGEMS
- The latest hydraulic parameters for both open channel and pressure pipe
- Licenses for the full spectrum of Microsoft Office applications
- Adobe licenses for Acrobat and Creative Cloud (e.g. Photoshop, Illustrator, InDesign)
- Web-based capabilities such as Virtual Project Manager (VPM) for construction and project management that provides a single repository for all project related information, accessible anywhere with internet connection. Company-wide subscription with no additional cost to the Client.



Ability to Draw Upon Multi-Disciplinary Staff

Ardurra is a full service firm providing broad-based solutions tailored to the specific needs of each Client. As a responsive and nimble partner, we take ownership of every project to maintain project momentum and success. We leverage the depth of our professional and technical expertise, as well as our integrated structure, to deliver practical, innovative solutions for our clients. Utilizing primarily in-house staff allows us to more efficiently manage projects and respond quickly to new tasks. With more than 1,450 employees and 78 offices across the United States, Ardurra has the ability to provide local subject matter experts, with national backing.



7. PROPOSED METHOD TO ACCOMPLISH THE WORK

ARDURRA

7. PROPOSED METHOD TO ACCOMPLISH THE WORK

INTRODUCTION

The Ardurra project and construction management approach and methodology are designed to safely deliver a high-quality project, on time and within budget. The firm uses proven methods for performing the multitude of tasks that dictate the success of a capital improvement project. Potential challenges are proactively identified and addressed before they become significant budget issues and schedule delays. Services are delivered by proven, licensed, and credentialed professionals with solid track records of success. By utilizing Ardurra, clients are kept informed on a real-time basis and know that Ardurra's guiding principle is to always act in their best interest.

Ardurra, and its team of professionals, understands that timely response and communication is vital to the successful implementation of any assignment, and incorporates all facets of communication for interacting with City staff including phone, email, texting, and teleconference abilities. Communication and correspondence will always be handled in a professional and respectful manner. Detailed below is Ardurra's approach and ability to assist the City with this as-needed contract.

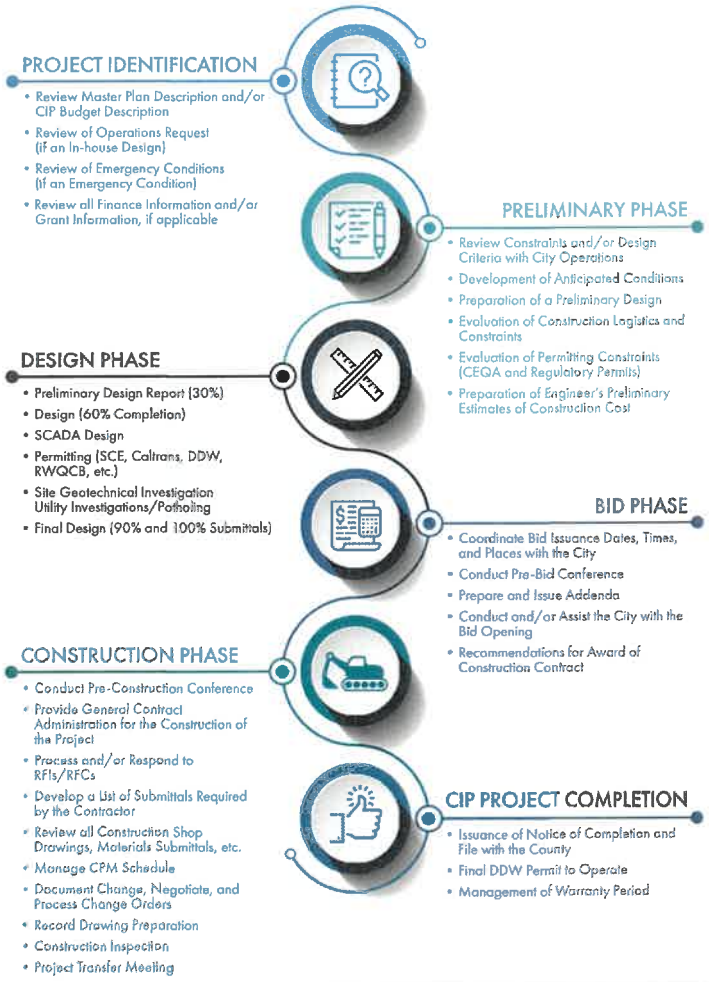
PROJECT MANAGEMENT APPROACH



To effectively meet the needs of the City, we are proposing a seasoned team of capital improvements project managers led by Amy Czajkowski, PE, CCM, QSD/P. Our proposal includes an organizational structure which will allow Ms. Czajkowski to call on the most qualified team member with the right level of experience to manage the different types of projects that we may be asked to take the lead on. Ardurra also maintains relationships with a number of specialty consultants who can be called on to provide expertise in more specific fields of engineering such as instrumentation and controls, and electrical engineering.

Ms. Czajkowski has 30 years of experience managing CIP programs. She understands how to efficiently plan and distribute work to make everyone successful. In addition, Ardurra brings a full slate of complementary services. The benefits Ms. Czajkowski and her team bring to the City include:

- A proven PM/CM leader who has successfully implemented a complex water/wastewater CIP with the City's Engineering Manager at multiple municipalities and water agencies.
- Short- and long-term cost savings through a well planned and executed CIP.
- Efficient delivery of individual CIP projects by staff who understand how to manage a large CIP and manage projects through all phases.
- Accelerated project execution through the use of alternative delivery methods such as design-build that will allow the City to show immediate progress in key areas such as water supply, treatment plant upgrades, and pipeline replacement.



SAMPLE PROJECT LIFE CYCLE

As services are identified and requested by City staff, Ms. Czajkowski will select the most qualified team member and assist in developing a work plan that will identify the major tasks and milestones, prioritize tasks, and provide for the most efficient delivery and management of the project. Based on our previous experience in assisting clients with managing CIP programs we would anticipate providing the following services:

- Prepare Management Plans for completing projects as requested by the City.
- Management and oversight of the CEQA discretionary review process and, if needed, internal approvals
- Project budgeting
- Preparation of Requests for Proposals and recommendation for selection of engineering firms who not only are proficient technically, but have demonstrated the ability to meet these tight deadlines and desire to be a true partner with the City and program management team
- Contract administration including the preparation of Staff Reports, Pass Through Memos, and budget transfer requests

- Preparation of reports for internal City committees, and the Council; oral presentations at committee, commission, and Council meetings
- Ability to prepare Front End Documents for bids and ability to assist and provide feedback in the determination of bidding strategies and bid item list preparation
- Assistance for routine field operational needs
- Management of emergency projects
- Prepare CIP Program Management Procedures including the following:
    1. CIP Project Schedule
    2. CIP Update List
    3. CIP Resource Planning List

CONSTRUCTION MANAGEMENT & INSPECTION APPROACH

Ardurra's approach to Construction Management is divided into three phases; Pre-Construction, Construction, and Post-Construction. Illustrated in the flow chart to the right are the primary activities during each of these phases. The flow chart below graphically depicts the integrated services that we will provide throughout the duration of the projects. By having Ardurra serve as the single source of responsibility acting as an extension of the City staff, the Construction Management activities will be well coordinated and proceed expeditiously. Our Senior Construction Managers, Scott Adamson, PE, QSD/P and Omar Alameddine, EIT, will call on our veteran staff of over 30 construction management and inspection (CM&I) in-house professionals to assist the City with its construction management needs. In addition to our in-house staff, Ardurra maintains a group of industry leading subconsultants for more specialized fields such as instrumentation and controls.

At the core of our approach is communication. Our Construction Managers, Resident Engineers, and Inspection staff will serve as agents and team members of the City staff. We will maintain regular and frequent communication with the City, nearby community, Contractor, and other parties throughout the duration of these projects. Our Construction Managers/Resident Engineers or Inspectors will conduct regularly scheduled progress meetings, maintain project documentation files, submittal logs, RFI and contract modification logs, and coordinate/conduct field inspections and necessary field surveys and testing. Our staff will always have current knowledge and information on the project status at all times.

PRE-CONSTRUCTION PHASE

DOCUMENT CONTROL



As part of the pre-construction phase, Ardurra will develop, for the City's approval, construction forms and communication processes that will be used on the project. Our approach during the pre-construction phase is to clearly establish the responsibilities, lines of communication, and procedures to the Contractor. We will also develop a detailed filing system and document control procedures for approval by the City. Ardurra recommends the use of a web-based project management system to assist with document control. Our staff is experienced with a number of different systems and has the licensing to provide a number of different options for the City's approval.



CONSTRUCTION MANAGEMENT APPROACH

CPM SCHEDULE

Prior to the pre-construction conference, Ardurra will develop a draft CPM schedule based on our understanding of the project. Our schedule will be closely compared to the Contractor's initial CPM schedule, submitted at the pre-construction conference, to evaluate that contract items are listed, milestones are met, and the project will be completed within the allotted Contract duration.

PROCUREMENT SCHEDULE

Based on the Contractor's CPM schedule Ardurra will also develop a proposed submittal list and procurement schedule. This schedule will be utilized to identify and track long lead time items. Estimated submittal and delivery durations will be entered in the schedule against the latest date the items may need to be on site in order to avoid delaying the project. The procurement schedule will be an item added to the bi-weekly progress meeting agenda and the Contractor will be held accountable for staying ahead of their procurement process.

SCHEDULE OF VALUES

Ardurra will request that the Contractor submit a detailed schedule of values for all items as well as verify that progress payments will be made on approved City forms. The schedule of values will also be reviewed for compliance to the Contract Specifications to assess whether the project costs are unusually front end loaded as opposed to distributed equitably in compliance with the approved CPM schedule. Since procurement has been so difficult our CM Team will ensure that a more detailed breakdown for more critical materials is accounted for.

CONSTRUCTION PHASE

CONTRACT ADMINISTRATION

During the construction phase of the project, our Construction Managers will maintain our firm but fair policy in dealing with the Contractor. Our approach is to be diligent in observing the work and documenting good workmanship. We will stay ahead of the Contractor by alerting them of special project requirements such as the standards and testing requirements, public notification requirements, and coordination with other outside agencies and subconsultants. Ardurra's Construction Managers will also make a point of working closely on a day-to-day basis with the Construction team to anticipate and overcome obstacles that may adversely affect the schedule or impact public convenience.

Our Construction Managers will be responsible for coordinating and leading bi-weekly progress meetings with the City, Design Engineer, Contractor, and outside agencies representatives, such as franchise utility representatives when applicable. Meeting items will include, at a minimum, a three-week look ahead review of the Contractor's schedule, current submittals and RFIs, outstanding change order or field order issues, review of safety and stormwater issues on the site, and discussion of public outreach efforts that may need to be made.

Ardurra's construction management team will be responsible for initial review of material submittals as well as review and comment on RFI's. Our Construction Managers will work closely with the City's engineers to document that Contractor submittals and RFIs are dealt with expeditiously in order to help facilitate the Contractor's work efforts and reduce any possible delays. Our construction administrator will keep logs of all submittals and documentation and track the review progress of each item to help ensure items are returned in the allotted time specified in the contract documents.

The Contractor's monthly CPM schedules will be closely reviewed by our Construction Manager for project items and dates and compliance with the Contract Documents including time for submittal reviews, long lead items, coordination with City forces, and disinfection and testing procedures. These reviews will be performed and submitted with each monthly progress payment. If discrepancies are discovered, the Contractor will be notified to re-submit an accurate CPM schedule. In addition, the Construction Managers will review the Contractor's as-built drawings. If the updated schedule and as-built drawings are not adequate, a delay in the progress payment may occur.

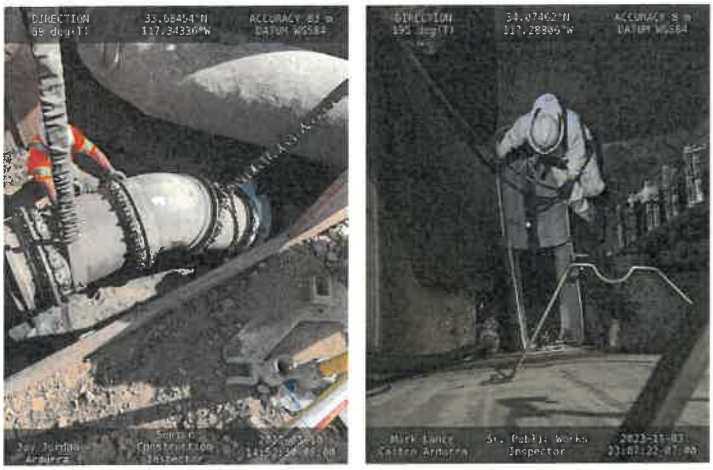
Ardurra's Construction Managers will review the Contractor's monthly pay requests. Ardurra will require detailed descriptions and locations for quantities requested and review these against our own field records to document that only items installed are being invoiced. An initial Schedule of Values (SOV) will need to be submitted and approved for each Lump Sum item in the contract and progress payments will be approved in accordance with the items of work completed per the approved SOV. Unless approved by the City, no "materials on site" will be paid until installed without the City's prior approval.

CONSTRUCTION INSPECTION

Ardurra's construction inspection staff has successfully provided inspection services on projects similar to those we would anticipate to be called on to oversee with this program. We have achieved this success by monitoring construction activities and materials for compliance with approved plans, specifications, and submittals, documenting that the proper QA/QC testing and inspection is done, maintaining constant communication with the contractor and CM staff, and documentation of daily activities through the preparation of a detailed daily report and photo documentation. The following is a list of the minimum items our inspectors will be monitoring on a daily basis and noting in their dailies:

- Review that Potholing of existing utilities has been completed and conflicts have been checked prior to allowing trenching operations.
- Verify that proper notification and "No Park" procedures are being followed.
- Verify proper signage, detours, and road closures have been installed per the approved Traffic Control Plan.
- Review the Bypass system on a daily basis to observe that the Contractor is operating according to the approved Bypass plan and that the system is in good working order.
- Verify that Materials and Equipment match the Approved Submittals.
- Document that Materials arrive at the site undamaged and are properly stored.
- Track the Contractor's labor, equipment, and materials used on the project.
- Verify job-site conditions and activities are in conformance with the various encroachment permit requirements.

- Spot-check elevations and staking in order to verify installations match the approved plans.
- Document that construction activities are not violating environmental or discharge requirements.
- Track time and materials utilized in Force Account work or disputed work for future evaluation of Change Requests.
- Maintain a separate red-line set of drawings detailing actual construction of the alignment for review with the Contractor's own red-lines.
- Provide daily photo documentation of the construction activities taking place. Photo documentation will be done on digital format and provided to the City.



EXAMPLES OF PHOTOS TAKEN WITH CONTEXT CAMERA APPLICATION

ELECTRICAL, CONTROLS, AND INSTRUMENTATION INSPECTION

Ardurra has teamed with Rockwell Construction Services (RCS) to provide electrical project review, inspection, and general construction management assistance specializing in electrical and control systems. We have a long-standing relationship with RCS and consider them to be the best there is in their field. RCS's experience with controls and communication protocols is invaluable when equipping a pump or treatment facility. RCS are not only experts in the field, but are regularly called on by agencies throughout southern California to join design teams and perform 3rd party review of electrical and controls drawings and specifications. We have found that RCS's experience with controls and communication protocols is invaluable on projects such as this. It will be our intention to include RCS early in the submittal and procurement phase to review products and materials in order to minimize any delays that may be caused by compatibility issues.

POST-CONSTRUCTION PHASE

STARTUP AND COMMISSIONING

Ardurra's philosophy regarding the startup and commissioning phase of a project is that this phase starts right from the beginning of the project. Right from the start our construction management team will be pushing the contractor to make sure all necessary submittals are accounted for on the project schedule as well as requesting a preliminary testing and commissioning schedule in order to identify any unforeseen hurdles as soon as possible. Ardurra advocates holding separate start-up and commissioning meetings with the project team throughout the life of the project in order to assist with keeping all parties on the same page regarding the sequence of testing that needs to be addressed and hitting the milestones necessary to keep the process moving smoothly. Our team of construction management, electrical and controls specialists, and SCADA experts will be available to review these critical and usually challenging aspects of these types of projects. These experts have years of experience in successfully assisting with troubleshooting and providing practical real world solutions resolving issues as expeditiously as possible.

PROJECT CLOSE-OUT



Ardurra's construction management team understands the critical nature of this phase. Our goal is a clean and efficient close-out process absent of lingering dispute resolutions, permit finalization, etc. Our construction manager will take a proactive approach at processing close out documentation including completion of final punch list items, guarantees/warranties, subcontractor liens, retention, and final acceptance/certificates of completion, orderly transfer of key records and documents, resolution of outstanding issues, final payment preparation and processing along with final acceptance of record drawings. Close-out items are important to address fully so the City has a final project that is free from encumbrances. Upon completion of the project, Ardurra will provide the City with both hard and electronic copies of project documentation.



9. INSURANCE

ARDURRA

9. INSURANCE

ACORD

ARDURRA-01 TBENSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/2/2024

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615
	INSURER B : Phoenix Insurance Company A++, XV	25623
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : National Fire & Marine Insurance Company	20079
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			630-5X487435	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			810-5X558309	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			CUP-5X642114	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-5X489557	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			42-EPP-306878-06	1/1/2024	1/1/2025	Per Claim/Aggregate	10,000,000

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

National Fire & Marine Insurance Company is the writing company for Berkshire Hathaway Specialty Insurance Company. Berkshire Hathaway Specialty Insurance Company has an AM Best Rating of A++ in the Financial Size category of XV. The AMB# is 000864, and the NAIC# is 22276.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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10. LITIGATION

ARDURRA

10. LITIGATION

Ardurra Group, Inc., along with firm officers and directors, have no ongoing criminal or civil litigation, investigations, arbitration or administrative proceedings that would affect the successful delivery of this contract. The following is list of claims from the past five (5) years:

- 2022 Bowen and Kron Enterprises Inc. and Vapor Industries, LLC vs. Ardurra Group, Inc. – Legal Action Still Active
- 2020 Promontory at Innisbrook Homeowners Association. Status: 558 Notice – Notice, no further correspondence has been received
- 2019 Deerfoot Point Condominium Association. Status: 558 Notice– Notice, no further correspondence has been received
- 2019 Woods of Ortega Floor Plate, Multi-Party 558 Notice, CA – Notice, no further correspondence has been received – Voluntary Dismissal as of 10/26/21
- 2019 Gilberti v. Ardurra Group – Legal Claim dismissed – Dismissed as of 10/2019



11. OTHER INFORMATION

ARDURRA

11. OTHER INFORMATION

A. ABILITY TO STAFF TASKS EFFICIENTLY & COMPLETE PROJECTS ON TIME AND WITHIN BUDGET

Ardurra's wide range of in-house capabilities makes us capable of providing the right staff for each task. This allows us to tailor every project and work with clients to reasonably obtain budget and schedule objectives. Our flexibility is a reason clients continually return to Ardurra for their professional engineering needs.

B. COMMUNITY INVOLVEMENT

Ardurra employees actively participate and contribute to the communities where we live and work. By pursuing leadership opportunities within engineering organizations, our employees have influenced programs that reach out to a diverse population. Moreover, by volunteering as leaders, Ardurra employes directly contribute their time and energy to the benefit of the engineering community and communities in which we work.

Ardurra Employee Community Service Involvement

DIVERSITY, EQUITY, AND INCLUSION

Dolores Salgado, PE has been serving as Chair for the DEI committee since 2020. The American Council of Engineering Companies in California (ACEC-CA) consists of more than 22 chapters in the state. As a statewide organization, they are dedicated to enhancing the consulting engineering and land surveying professions, protecting the public and promoting use of the private sector in the growth and development of our state. The mission of the DEI committee is to promote diversity, equity, and inclusion with ACEC-CA member firms and public agencies by increasing awareness, demonstrating value, and providing resources to support member firms seeking to implement diversity, equity, and inclusion strategies. The committee hosts webinars and serves as a resources to member firms seeking to diversify their workforce and retain their employees by creating a culture of inclusion within their organization.

INTRODUCE A GIRL TO ENGINEERING DAY

Dolores Salgado, PE, spearheaded the second annual "Introduce a Girl 2 Engineering" (IGE) event held at Bakersfield College. The event concept was derived by the American Council of Engineering Companies California (ACEC-CA) in support of their Diversity, Equity, and Inclusion Committee's initiatives. ACEC-CA was interested in sponsoring an event to increase the number of women entering engineering careers to meet the demand of our industry. Dolores serves as the DEI Committee Chair for ACEC-CA. We partnered with the Bakersfield College Math Engineering and Science Achievement Program (BC-MESA) because the BC-MESA Program outperforms the College STEM Program in student retention, grade point average and transfer rates. The event targeted 9th and 10th grade girls from schools in Kern County that feed into this community college. More than 140 girls attended and met professional women engineers, learned about different engineering careers, toured the college campus, and participated in a hands-on competition. Ten scholarships were raffled off and competition winners received prizes!

C. PREVIOUS INVOLVEMENT WITH THE CITY

Our team has been involved in several projects for the City of Ontario/Ontario Utilities company including the following:

- UT1032 On-Call Professional Engineering Services
- UT1013 San Antonio Transmission Watermain, Phase 1
- UT1046 San Antonio Transmission Watermain, Phase 2 - 8th Street
- UT1038 Risk & Resilience
- UT1050 Ontario Ranch Phase 2 Water Improvements
- City's Annual Land Use Control Inspection - Bon View
- On-Call Construction Management and Inspection for Various Projects
- UT1065 FY2023/24 Water Main Improvements
- UT1066 Downtown Water Main Improvements
- UT1067 Laurel Avenue Sewer Main Improvements
- UT1069 Sultana Avenue Sewer Main Improvements
- UT1070 Nocta Street Sewer Main Improvements
- UT1077 Nocta Street Sewer Lateral
- 935 E Hold Blvd Demolition
- SM2302 Sultana Storm Drain
- Ontario Regional Sports Complex
- SD063 Fourth Street Storm Drain

D. CONFLICT OF INTEREST

Ardurra Group, Inc. has no conflict of interest in connection with providing the services listed in the RFQ for the City of Ontario's On-Call Project Management Services, RFQ No. 1739.



12. CERTIFICATION OF PROPOSAL

ARDURRA

12. CERTIFICATION OF PROPOSAL

"The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ."

Robert S. Weber, PE
Principal-in-Charge/Southwest Water Practice Director
rweber@ardurra.com | 858.842.6978



13. APPENDIX – RESUMES

ARDURRA



ARDURRA

REGISTRATION
Registered Professional Engineer
CA No. C65467

EDUCATION
San Diego State University
B.S. Civil Engineering, 1997

CERTIFICATION
California Stormwater Quality Association (CASQA) Qualified SWPPP Developer (QSD) & Qualified SWPPP Practitioner (QSP) Certification #23001

NASSCO ITCP for CIPP
CIPP-110-0321

Confined Space

YEARS OF EXPERIENCE
27 years

SCOTT ADAMSON, PE, QSD/P

CONTRACT MANAGER & CONSTRUCTION MANAGEMENT & INSPECTION - WATER TASK LEADER/SENIOR CONSTRUCTION MANAGER

Mr. Adamson has 27 years of construction management, resident engineering, inspection and design of small and large civil engineering public works projects. He began his career in the geotechnical field as a soils technician and progressed steadily through the ranks of inspection and construction quality control to the position of Sr. Construction Manager. During his career he has worked as an extension of staff for such agencies as the City of La Mesa, and City of San Diego as well as water districts such as Oceanside Water Utilities, Elsinore Valley Water District, and Vista Irrigation District. As a lead construction manager, he is responsible for the day-to-day management of the department as well as actively managing his own projects. He is in the field on a daily basis providing guidance to our staff of construction professionals.

PROJECT EXPERIENCE

W. Anaheim Water Valve Replacement, *City of Anaheim* – Senior Construction Manager for this valve replacement project which included 4 valve clusters located throughout the City of Anaheim. Valve sizes ranged from 6- to 12-inch gate valves. The biggest challenge was coordination with the different parties involved with, and affected by, the shut-downs. In particular, this included a kidney dialysis clinic that operated almost 24-hrs a day, seven days a week, and had a very short window in which to even install a high-line. The Ardurra construction team coordinated with the Contractor, City of Anaheim water operations department, and the surrounding residents and businesses throughout the project to deliver an efficient process.

Lower 1 Recycled Water Conveyance System, *City of Oceanside* – Senior Construction Manager for the installation of 7+ miles of 8- to 16-inch PVC recycled water main, as a part of the City's ongoing pure water program. The project also includes two Jack & Bore installations beneath the NCTD right of way, a horizontal directional drill component below the San Luis Rey River, and installation along the City's major arterial roadway, El Camino Real. As senior advisor to Ardurra's on site field staff, Mr. Adamson coordinated subcontracts with specialty consultants and also oversaw contract funding compliance issues, such as environmental reporting, American Iron and Steel documentation, and labor compliance monitoring.

Sewer Improvements Inflow/Infiltration, *City of La Mesa* – Construction Manager/ Inspector for this $4.6 million dollar sewer main replacement and rehabilitation program which took place at various locations throughout the City. This was a four phase project, replacing or rehabilitating approximately 43,000 lf of concrete sewer main. Replacement operations included traditional cut and cover, CIPP lining, Pipebursting, and Jack and Bore. These locations included sewer mains located in the street as well as challenging easements along canyons and on hillsides. Mr. Adamson provided construction management services as well as inspection during all four phases. In addition to typical construction management services he was also called on to provide creative solutions, based on field experience, for difficult replacements below structures and in limited access locations.

7th Avenue & Broadway Water Main Replacement, *City of Escondido* – Construction Manager for the of the installation of approximately 5,000 lf of 10-inch PVC water main in the older residential portions of the City as well as the historic downtown district. The historic nature of the streets affected meant that there were a large number of unknown, abandoned utilities.

Graeber Street Watermain Replacement, *Western Municipal Water District* – Senior Construction Manager for the installation of the 7,000 lf water main replacement project located on March Air Reserve Base in Riverside County. The project consisted primarily of installing new 12-inch water main along the main arterial through the base. Challenges encountered as part of this project included limited personnel access due to security, an unusually high number of unknown live and abandoned conflicting utilities, and unforeseen base activities which impacted construction.



ARDURRA

REGISTRATION
Certified Engineer-in-Training
CA No. 151070

EDUCATION
California State Polytechnic University, Pomona
B.S. Civil Engineering, 2009

YEARS OF EXPERIENCE
18

OMAR ALAMEDDINE, EIT

CONSTRUCTION MANAGEMENT TASK LEADER – PUBLIC WORKS/ SENIOR CONSTRUCTION MANAGER

Omar Alameddine, EIT, brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has delivered projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has also managed and inspected construction of recreational facilities such as soccer fields, public parks and a dog park, public facilities, domestic water, sewer, and drainage improvements. Clients appreciate Omar's penchant for precision and thorough documentation.

PROJECT EXPERIENCE

Olive Street Water Main Replacement Construction Management, *City of Anaheim* – Construction Manager for the improvement of water system reliability by replacing old 10- and 6-inch cast iron pipe with new 16-inch ductile iron pipe. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.

Santa Ana Street Railroad Water Main Crossing with Metrolink/SCRRA, *City of Anaheim* – Contract Administrator/Construction Manager. This project consists of boring and jacking trenchless installation method, furnishing, and installing approximately 70 lf of 24-inch steel casing pipe (1/2-inch thickness) welded joints and 12-inch zinc-coated ductile iron pipe class 56 and by open-cut construction method, furnishing and installing approximately 75 LF of 12-inch zinc-coated ductile iron pipe class 52. Work also consisted of installing fittings, appurtenances, all valves, and thrust blocks, abandon in place existing water main and water services including interfering portions removal and disposal, pressure test and disinfect the water pipeline, and restoring the site to the original conditions including paving and striping restoration and disposal off site.

Atlantic Avenue Water Main Replacement Project (Liberty Court Phase 2), *Long Beach Water (Long Beach, CA)* – Assistant Construction Manager and documents control specialist for a $1-million project to install a 1,200-foot long water main under a busy arterial, Atlantic Avenue, and connect it to private service lines and other water mains. Duties included monitoring work progress, updating the schedule, filing daily reports and ensuring compliance with plans and specifications. The project was in the Liberty Court area of Long Beach.

Indiana Street Water Main Replacement, *City of Anaheim* – Contract Administrator/ Construction Manager for one of the City's first design-build projects. This design-build project consists of the construction of approximately 2,400 LF of 6-inch ductile iron CL 52 zinc-coated water main, and 200 LF of 8-inch ductile iron CL 52 zinc-coated water main located along Indiana Street between Broadway and South Street. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.

On-Call Construction Inspection and Project Management Services, *City of Corona, CA* – Inspection services manager for inspection services of augmentation for City staff and provide construction inspection and project management services for the City CIP's roads, water and wastewater projects. The on-call contract inspection services include, but are not limited to, a variety of public works and public utilities construction and maintenance projects, such as sidewalks, concrete structures, driveways, water main and service installations; reclaimed water facilities and mainlines; sewer main and lateral installations; utility projects including mechanical, electrical, and structural work; curbs and gutters, retaining walls, earthwork, street excavation and patchwork; drainage facilities, storm drains; landscape irrigation; underground conduit installations; and street marking, and traffic sign installation to ensure construction and materials comply with contract standards and specifications, state laws, local ordinances, NPDES requirements and proper construction practices.



ARDURRA

REGISTRATION
Registered Professional Engineer
CA No. C59082

CMCI Certified Construction Manager No. A1762

EDUCATION
Virginia Polytechnic Institute and State University
B.S. Civil Engineering, 1992

CERTIFICATION
Legally Responsible Party (LRP) - City of Oceanside

California Stormwater Quality Association (CASQA) Qualified SWPPP Developer (QSD) & Qualified SWPPP Practitioner (QSP) Certification #24758

SOFTWARE
Primavera P6, Project Management

Document Control Software

- VPO
- Procore
- Orion
- Oracle
- VPN

PRESENTATIONS
Instructor - *Contract Administration*
Construction Management Association of America, 2016

YEARS OF EXPERIENCE
30

AMY CZAJKOWSKI, PE, CCM, QSD/P

PROJECT MANAGEMENT TASK LEADER/SENIOR PROJECT MANAGER

In her 30 years of serving water districts, municipalities, and purveyors, Ms. Czajkowski is an industry expert in program management and construction management of public water and wastewater infrastructure projects. Ms. Czajkowski's specialty is program and construction management for large CIP Programs. She also has demonstrated commitment to her programs as she has served in three large programs as the Program Manager and held the position between 4 and 10 years. Her background is very diverse (expertise in feasibility work, groundwater modeling, detailed design, construction management, and environmental and regulatory compliance) which makes her an extremely effective Program Manager. Ms. Czajkowski develops complex programmatic schedules for multi-year programs and also prepares fully executable project schedules. She is a recognized expert in the development of Agency processes and Program Management tools uniquely tailored for each agency. She also conducts trainings for all facets of Program Management and is a certified instructor through CMAA for the Certified Construction Manager (CCM) training courses. In her extension of staff Program Management roles, she trains the agency staff so at the end of the Program Management Contract, the agency PM staff can transition seamlessly into the roles.

PROJECT EXPERIENCE

Program & Project Management of Capital Improvement Plan, *Long Beach Water Utilities Department* – Program Manager. Providing program management services for Long Beach Water Department (LBWD) projects from inception through design and during construction which generally include the following steps: preparation of request for proposals for master planning, engineering design, services for construction management and inspection services; preparation of contracts; conduct meetings with LBWD staff, outside consultants, and Contractors during planning, design, and construction projects; review of deliverables for design and perform constructability reviews to ensure the contracts are bid ready; and train LBWD Project Managers and/or provide advice for resolving technical and/or construction issues as the arise. To date, managed six (6) potable water wells for both drilling and equipping and performed specialized constructability reviews for any type of water, wastewater, or recycled water project. Ms. Czajkowski prepared the overall programmatic schedule and associated Pivot Table for the staffing of projects and developed the standard CIP schedule for a typical well project from siting to completely operational.

Program Management for Near Term Water Supply & CIP, *Elsinore Valley Municipal Water District* – Program Manager. Provided Program Management for over 40 CIP projects ranging in construction value from $300K to $10M. The main focus was the construction of four new potable water supply projects, Indirect Potable Reuse (IPR) Study, groundwater basin studies and the preparation of Facilities Needs Assessments for their water and wastewater treatment plants. The contract included project budgeting; preparation of request for proposals; preparation of reports for internal District committees, and the District council; oral presentations at committee, commission, and Council meetings; and management of emergency situations. The CIP execution rate was over 90% and all projects were completed on time and with an overall 2% change order rate.

As-Needed Program Management, *City of Oceanside* – CIP Manager. This contract included the preparation of over 15 in house designs, Request for Proposal preparation, managing consultant contracts, preparation of Staff Reports and other Council documents, and all other functions to complete all of the projects listed on the Year 15/16 Capital Improvement Program (CIP).

As-Needed Project Management Services, *Vallecitos Water District* – Project Manager for the preparation of in-house designs, RFP preparation, managing consultant contracts, preparation of Staff Reports and other Council documents, and other functions to complete projects lists.



ARDURRA

EDUCATION

SAN Institute Industrial Control System Cyber Security Course, 2017

California State University, San Marcos
MBA, 2005

San Diego State University
Certificate in Concurrent Design and Engineering Manufacturing, 1996

University of Washington
B.S., Mathematics, 1987

CERTIFICATION

Microsoft Certified Systems Administrator (MCSA)
Issued: 6/2010
Expiration: N/A

Certified Wonderware Developer
Issued: 3/2012
Expiration: N/A

Certified Maximo Administrator
Issued: 7/2005
Expiration: N/A

Certified Master Water Distribution System and Sanitary Sewer System Modeler, Bentley Systems, Inc.
Issued: 7/2000
Expiration: N/A

Certified Nessus Auditor
Issued: 8/2012
Expiration: N/A

YEARS OF EXPERIENCE

27 years

CHUCK REUCK

START-UP & COMMISSIONING/SCADA

Chuck Reuck is a highly experience SCADA specialist with 20 years of experience in the design, construction, and implementation of instrumentation and control systems. This specialized service brings a specific skill set and is invaluable during the constructability review stage. His successes have made him the regional go-to person for complex SCADA/HMI/Integration issues. Mr. Reuck also works directly with IT Departments to streamline and troubleshoot problems in the field and works with Operation's Departments to develop detailed Start-up and testing requirements.

PROJECT EXPERIENCE

1724 – Electrical Infrastructure Improvements & Digester Gas Beneficial Use Program SCADA Integration and Coordination, *San Bernardino Municipal Water Department* – SCADA Integration Manager for the project which involved installing over 4,000 LF of mega duct bank in order to energize the new equipment constructed as a part of SBMWD's Digester Gas Beneficial Use Program. This project also included the addition of a Switchgear and a new transformer to switch the power from SCE to Plant power. Mr. Reuck assisted the Department in completing this project, coordinating with SCE and ultimately transferring the electrical power to the Department's on-site Fuel cell which takes digester gas and converts this to electricity to be used on site for the WRF. Chuck performed all of the SCADA Integration work to make all of the projects operational.

DCS System Upgrade Project, *Elsinore Valley Municipal Water District* – Acted as Owner's representative during DCS upgrades of District's largest Wastewater Treatment Plant, ensuring vendor performed upgrades with minimal impacts to operations. Oversaw all upgrades and coordinated all commissioning efforts with staff. This included replacing legacy Modicon PLCS with remote I/O.

SCADA Upgrade, *City of Oceanside* – Acting as an extension of staff, provided project management and design services for the upgrade of the City's SCADA system. Responsible for upgrades to software and hardware for 4 treatment plants and over 70 remote sites. The work involved replacing two legacy iFix systems and one standalone Intouch system with Wonderware System Platform as well replacing over 100 PLCs. Designed new network layouts that increase system autonomy and redundancy and was heavily involved in troubleshooting new 2.4 GHz radio network connectivity issues. Additionally, assisted with implementation of new WIMs for department wide use.

Northwest Recycled Water SCADA Top-End Design and Implementation, *Inland Empire Utilities Agency* – Assistant Project Engineer; responsible for the design and implementation of SCADA servers, software, networking, and Microsoft operating systems. Other responsibilities included the development of the Operational Database Management System (ODMS) based on Rockwell Software's OSI-PI database, testing and commissioning procedures, O&M manuals, reporting, and fully commissioning a pilot SCADA system. Inland Empire Utilities Agency has put very high importance on this project due to it being the basis for the new SCADA system that will control their entire system.

SCADA System Upgrade Project, *City of Ottawa* – Assistant Project Engineer; responsible for the implementation of SCADA servers, including SQL server failover clusters, Active Directory and group policy design, and Network Access Protection (NAP) using 802.1x security.

Integration Manager – Mr. Reuck was responsible for managing ten system integrators responsible for SCADA design and implementations for water and wastewater agencies. Other responsibilities were to manage multiple projects to ensure they met schedule, scope, and budgets using earned value techniques. He also assisted in proposal development, company corporate strategies, and company business development.



JAMES E. HUDSON

ELECTRICAL, CONTROLS, AND INSTRUMENTATION INSPECTION

ROCKWELL CONSTRUCTION SERVICES – PRESIDENT, MANAGING PARTNER

Jim co-founded Rockwell Construction Services (RCS) in September of 2006 after a 30-year career in electrical contracting. Jim is actively involved with oversight of all operations of the Company and has been involved with all Company projects to date. As of January 1, 2024, RCS has provided Electrical, Instrumentation/Control and SCADA construction management, oversight, and commissioning services on over 400 water/wastewater infrastructure projects. Jim has established long-standing relationships with many Municipalities, Engineers, and Construction Management firms during this time. Jim and the employees of RCS are focused on not only maintaining our great reputation but also improving our methods daily.

Mr. Hudson's career began in 1975 as an electrical apprentice working predominantly in the greenhouse industry with a focus on automation and control. In 1978 he became the first employee of Rockwell Electric, Inc. of Escondido, CA. and became the Vice President and Field Operations Manager a short time later. Jim was instrumental in building Rockwell Electric, Inc. into a large and well-respected organization servicing the Water/Wastewater industry. The company provided both electrical contracting capability as well as process control and system integration services for the water/wastewater construction and service industry.

Mr. Hudson left Rockwell Electric, Inc. in 1983 and was employed by Alyeska Pipeline Service Company as an Electrical, Instrumentation and Controls Inspector on the Alaska Pipeline. He returned to San Diego in 1984 and founded North Coast Electric. North Coast Electric also concentrated solely in the Water/Wastewater industry.

Jim returned to Rockwell Electric, Inc. in 1991 and resumed his position as Vice President/Field Operations Manager. He left in 2001 and became employed by Rock Electric, Inc. as the Vice President until the inception of Rockwell Construction Services in 2006. Rock Electric also became involved with Water/Wastewater projects at this time and executed many successful projects.

PROJECT EXPERIENCE

The list of projects below is a sample of various Water/Wastewater Projects where RCS has provided Electrical and Instrumentation/Control Construction management, Oversight, and Startup Services over the course of the last 19 years. These facilities were often new, however, in many cases, included keeping an existing facility in operation while the new project was being integrated.

David C. McCollom Water Treatment Plant LT2 Upgrades, *Olivenhain Municipal Water District (Olivenhain, CA)* – Performed construction management and engineering assistance on this major upgrade project. The $16 million project upgrades the facility to comply with the EPAs Long Term 2 (LT2) Enhanced Surface Water Treatment Rule. The project includes a new energy recovery facility including two new energy recovery turbines, new raw water eq. tanks, modifications to 13 membranes, new raw water eq. tanks, new backwash eq. basin and pump station, new strainers. Involvement with the instrumentation and controls design and participation in the startup and commissioning, as-built reviews and punchlist development/resolution.

Wastewater Treatment Plant Upgrade, *Goleta Sanitary District (Goleta, CA)* – RCS provided Construction Management and inspection services on what is one of the most challenging electrical and instrumentation & control projects we have encountered. The Goleta sewage treatment facility is an existing plant. This project includes not only major new construction of expanded process capabilities, but also a complete change-out of all the plant Electrical Switchgear and Motor Control Centers (MCCs). Detailed planning and coordination are of the utmost importance during phased cutover of process areas while maintaining a fully operational plant.

RCS

AREAS OF EXPERTISE

- Construction Management
- Project Management
- Constructability Reviews
- Engineering Assistance
- Change Order Pricing Review and Negotiations
- Record As-built Documentation
- Electrical, I&C, and SCADA Inspection
- Project Cost Estimation
- Field Instrumentation Measurement and Analytical Equipment
- Water/Wastewater Industry Processes and Control
- Client Training
- Startup and Commissioning Services
- Project Closeout Services
- Facility Assessments

YEARS OF EXPERIENCE

48 years



RCS

EDUCATION

University of Wisconsin, Parkside
Electrical Engineering, Applied Computer Science

San Diego State University
Project Management Professional Certification

University of California, San Diego
Advanced Networking, Digital Logic

Palomar College
Business Management

YEARS OF EXPERIENCE

40+ years

THOMAS M. KLEIN

ELECTRICAL, CONTROLS, AND INSTRUMENTATION INSPECTION
ROCKWELL CONSTRUCTION SERVICES – VICE PRESIDENT, SENIOR CONSTRUCTION SERVICES AND PROJECT MANAGER

Over 40 years of experience in Electrical, Instrumentation and Controls & SCADA system design, development and implementation and project/construction management. Projects primarily focused on Water / Wastewater industry. Mr. Klein has been involved in all aspects of control system development including feasibility studies, design, construction management, and field assistance including startup & commissioning, punch list resolution and final project acceptance, as well as post-acceptance support.

From 1987 to 2003 Mr. Klein was employed at Rockwell Electric, Inc. of Escondido, CA as the engineering manager. Mr. Klein's duties at Rockwell Electric included project design, project management, engineering/programming staff management, submittal preparation, UL508 Industrial Panel Shop oversight, factory testing, startup & commissioning services, O&M manuals preparation, training, and closeout activities.

From 2003-2009 Mr. Klein was employed at CyberNet Consulting Services. Mr. Klein was a senior engineer at CyberNet Consulting Services and was involved in design, construction management, and startup & commissioning activities primarily related to I&C and SCADA projects.

In 2009, Mr. Klein joined the Rockwell Construction Services, LLC (RCS) team as a principal. Mr. Klein's duties at RCS are design, design "constructability" review, change order evaluation, project schedule review and coordination, Electrical and I&C project inspection and quality assurance, testing and startup & commissioning services, and existing site investigation and evaluation. Mr. Klein also provides expertise in PLC's/RTU's, HMI's, communications and networking, and SCADA.

PROJECT EXPERIENCE

David C. McCollom Water Treatment Plant LT2 Upgrades, *Olivenhain Municipal Water District (San Diego, CA)* – Performed construction management and engineering services on this major upgrade project. The $16 million project upgrades the facility to comply with the EPA's Long Term 2 (LT2) Enhanced Surface Water Treatment Rule. The project includes a new energy recovery facility including two new energy recovery turbines, new raw water eq. tanks, modifications to 13 membranes, new raw water eq. tanks, modifications to Clean in Place facilities, new backwash eq. basin and pump station, new strainers and new chemical feed systems.Involvement with the instrumentation and controls design, submittal reviews, startup & commissioning services, as-built reviews and punchlist development/resolution. Project completed in 2013. The facility utilizes Allen-Bradley PLC's and Inductive Automation Ignition HMI.

SCADA Master Plan and Design, *City of Carlsbad (Carlsbad, CA)* – This project consisted of providing technical guidance services to the Carlsbad Municipal Water District related to their SCADA Master Planning and Design efforts. Involvement includes participating in the consultant firm selection process, project scoping assistance, and providing review and feedback during master planning efforts. As part of the design assistance, RCS prepared existing I/O signal lists for 51 water/recycled water distribution sites and 11 wastewater collection sites. The existing I/O lists were completed by gathering existing PLC Panel as-built documentation, preparing draft I/O list from gathered documentation, conducting site visits to field verify I/O and preparing a final I/O list report. The in-process design utilizes Allen-Bradley PLC's and Inductive Automation HMI.





ARDURRA GROUP, INC.

3737 BIRCH STREET, SUITE 250
NEWPORT BEACH, CA 92660

PHONE: 949.428.1500

ARDURRA.COM

ARDURRA



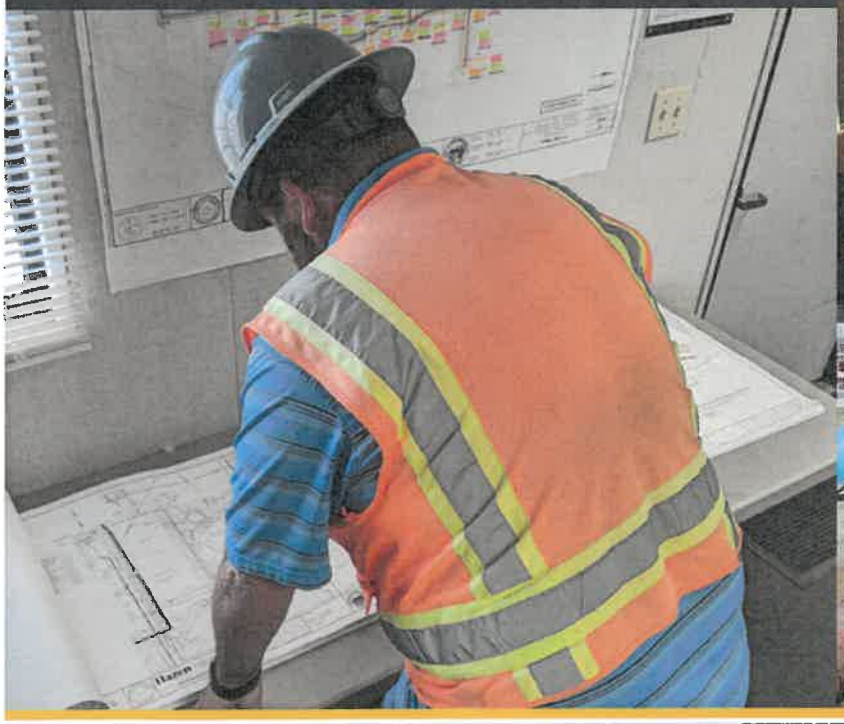




EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Project Management (CM&I) Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION

8. HOURLY RATE SCHEDULE

ARDURRA GROUP, INC.
PRIME CONSULTANT

ARDURRA

ARDURRA GROUP, INC. (CALIFORNIA)
2024 Standard Billing Rate Schedule
Rates Effective through December 31, 2024
(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

ENGINEERING, MUNICIPAL, ENVIRONMENTAL, TRAFFIC, & SURVEYING SERVICES

STAFF	HOURLY RATE
Principal/Project Manager V	$330
QA/QC Manager	$290
Project Manager IV	$280
Project Manager III	$250
Project Manager II	$230
Project Manager I	$210
Project Engineer VI	$260
Project Engineer V	$250
Project Engineer IV	$210
Project Engineer III	$185
Project Engineer II	$170
Project Engineer I	$165
Project Designer III*	$155
Project Designer II*	$140
Project Designer I*	$130
CADD Drafter III*	$150
CADD Drafter II*	$130
CADD Drafter I*	$115
Administrative Assistant*	$135
Plan Check Engineer IV	$270
Plan Check Engineer III	$225
Plan Check Engineer II	$200
Plan Check Engineer I	$185
Senior Traffic Engineer	$260
Traffic Engineer III	$250
Traffic Engineer II	$210
Traffic Engineer I	$185
Traffic Engineering Associate II	$170
Traffic Engineering Associate I	$145
Traffic Engineering Technician III*	$150
Traffic Engineering Technician II*	$130
Traffic Technician I*	$105
Sr. Transportation Grants Manager	$230
Transportation Grants Manager	$170
Sr. Transportation Project Coordinator / Graphic Artist	$190
Transportation Project Coordinator / Graphic Artist	$145
Public Works Technician III*	$150
Public Works Technician II*	$130
Public Works Technician I*	$105
Senior Code Enforcement Officer/Manager*	$125
Code Enforcement Officer II*	$95
Code Enforcement Officer I*	$90

STAFF	HOURLY RATE
Senior Structural Engineer	$280
Structural Engineer	$220
SUE Technician*	$145
SWPPP Practitioner*	$175
Specialty Professional/Discipline	$280
Senior Environmental Scientist	$250
Associate Environmental Scientist	$180
Assistant Environmental Scientist*	$150
Senior Planner	$220
Planner II	$195
Planner I	$175
Associate/Assistant Planner	$135
Senior Landscape Architect	$250
Landscape Architect	$185
Principal Architect	$250
Senior/Associate Architect	$220
Architect	$210
3-Person Survey Crew*	$380
2-Person Survey Crew*	$310
1-Person Survey Crew*	$210
Survey Director	$250
Assistant Surveyor (not Licensed)*	$185
GIS Analyst*	$185
GIS Specialist*	$165
Graphic Designer*	$145
Drone Operator with Camera*	$185
Flow Monitoring Project/Data Manager	$200
Flow Monitoring Field Manager	$180
Flow Monitoring Field Supervisor*	$150
Flow Monitoring Field Technician III*	$125
Flow Monitoring Field Technician II*	$115
Flow Monitoring Field Technician I*	$95
Community Relations Strategic Advisor	$290
Community Relations Project Manager	$260
Community Relations Assistant Project Manager	$230
Community Relations Senior Account Coordinator	$170
Community Relations Account Coordinator	$145
Community Relations Senior Graphic Artist	$190
Community Relations Graphic Artist	$160
Community Relations Account Assistant	$125
Expert Witness Services	
Data Review and Preparation	$330
Testimony & Deposition	$500

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ARDURRA GROUP, INC. (CALIFORNIA)
2024 Standard Billing Rate Schedule
Rates Effective through December 31, 2024
(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

PROJECT/CONSTRUCTION MANAGEMENT / INSPECTION SERVICES

STAFF	REGULAR TIME RATE[1]	OVERTIME MON-FRI[2]	OVERTIME SAT[1]	OVERTIME SUNDAY/ HOLIDAY
Principal	$330	–	–	–
Principal Construction Manager	$290	–	–	–
Project Executive/QA/QC Manager	$290	–	–	–
Senior Program Manager	$280	–	–	–
Program Manager	$265	–	–	–
Senior Project Manager	$260	–	–	–
Project Manager	$230	–	–	–
Assistant Project Manager	$180	–	–	–
Structures Representative	$270	–	–	–
Senior Construction Manager	$260	–	–	–
Construction Manager	$230	–	–	–
Assistant Construction Manager	$180	–	–	–
Project Controls Engineer, Labor Compliance	$165	–	–	–
Documents Control, Administration	$135	–	–	–
PE Licensed Inspector (Prevailing and Non-Prevailing Wage) [3, 5, 6]	$205	$287	$287	$369
PE Licensed Inspector (Prevailing and Non-Prevailing Wage - Special Shift) [3, 4, 5, 6]	$210	$294	$294	$378
Public Works Inspector (Prevailing Wage) [3, 5, 6]	$198	$277	$277	$356
Public Works Inspector (Prevailing Wage - Special Shift) [3, 4, 5, 6]	$202	$283	$283	$364
Accessibility Expert/CASp Inspector [6]	$305	$427	$427	$549
DSA/OSHPD Inspector of Record [6]	$225	$315	$315	$405
Deputy Inspection (Prevailing Wage) [3, 5, 6]	$185	$259	$259	$333
NDT Testing (Prevailing Wage) [3, 5, 6]	$185	$259	$259	$333
Public Works Inspector (Non-Prevailing Wage) [5]	$165	$231	$231	$297

ARDURRA

ARDURRA GROUP, INC. (CALIFORNIA)
2024 Standard Billing Rate Schedule
Rates Effective through December 31, 2024
(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

NOTES AND ASSUMPTIONS

Engineering, Municipal, Environmental, Traffic, & Survey Notes:
* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over eight (8) hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and holidays.
Other Direct Costs: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, overnight postage, or couriers, etc., are billed at actual cost, plus fifteen percent (15%) to cover overhead and administration. Mileage required for travel are billed at the allowable IRS mileage reimbursement rate.
Fees for subconsultant services: Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.
Exclusions to Scope and Fee: The following items are specifically excluded:
– Legal advice
– Specialized software (other than MS Office Suite and MS Project)
– Expert witness services
Project, Construction Management & Inspection Notes:
[1] The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
[2] Rate applies to the first four hours of overtime during the week and /or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/holiday rate.
[3] Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination SD-23-63-3-2023-2D, issued 8/22/2023. The above billing rates increase by $5/hour on July 1, 2024 to adjust for a predetermined increase.
[4] A Special Shift is any shift that starts after 5:00PM and before 6:00 AM.
[5] The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001: • Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum • Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum.
[6] For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.

Overall Notes:
Reimbursable Expenses (Other Direct Costs): Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently $0.655/mile). An allowance for Extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.
Fees for Subconsultant Services: Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.
Web Based Contract Administration: Selected / specified cloud based service billed at cost plus fifteen percent (15%).
Escalation: Unless specified otherwise (such as for prevailing wage personnel), all billing rates are subject to annual review for Consumer Price Index escalation or 3%, whichever is greater.

RATE SCHEDULE

TASK	HOURLY RATE
Standard Professional Services (All Activities)	$195

This Rate Sheet is effective beginning January 1, 2024 through December 31, 2026 or, 3-years from the contract date of a particular project where this has been submitted as the identification of rates to be held for the project duration.

1. All effort expended will be billed at the standard rate listed above.
2. Overtime work above 8 hours per day will be charged at $390 per hour.
3. Any project that is over a 100 mi (round trip) from San Marcos, CA will be billed based on a 4-hour minimum related to field activities.
4. Drive time not included in the 4-hour minimum above, will be billed at an hourly rate of $97.50 per hr.
5. The above rates are all inclusive and include overhead.

Rockwell Construction Services, LLC 31480 Justin Place | Valley Center, California 92082 | 760-715-3082

CITY OF ONTARIO

303 EAST B STREET | ONTARIO, CALIFORNIA 91764

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____ ___, **2024**, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **FCG Consultants, Inc.**, a **CALIFORNIA S CORPORATION**, with its principal place of business at **22885 Savi Ranch Pkwy, Suite G, Yorba Linda CA 92887** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **construction management and inspection services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **On-Call Project Management Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **construction management and inspection** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All

Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027,** unless earlier terminated as provided herein The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Thousand Dollars ($600,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of

Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **A.B. Fakhouri, PE, QSD, QSP, Kal S Lambaz, and Donald Lewis.**

3.3.5 City's Representative. The City hereby designates **Dennis Mejia (Utilities Engineering Division Manager)** or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Maha Alfakhouri, President/CEO**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all

Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation.

Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's

failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on

a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations

otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

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

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

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903

(2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **FCG Consultants, Inc.**
2285 Savi Ranch Pkwy, Suite G
Yorba Linda, CA 92887
ATTN: **Maha Alfakhouri**

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: **Dennis Mejia, P.E., Utilities Engineering Division Manager, OMUC**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required

by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FCG CONSULTANTS, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____

Scott Ochoa
City Manager

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

City Clerk

FCG CONSULTANTS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting project management to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of four (4) qualified firms to assist with On-Call Project Management Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various project disciplines (e.g. Architecture, Capital Improvement, Facilities Maintenance, Public Works, Water and Wastewater Distribution, Water Facilities, Extended Staff Services, etc.) with the intention of maintaining a list of multiple qualified prime consulting firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Professional Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL PROJECT MANAGEMENT SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Project Management Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Professional Services Agreement for further requirements.

Expected services to be provided under this on-call contract are as followed:

ACHITECTURAL PRE-QUALIFICATION

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

ARCHITECTURAL BIDDING and SELECTION

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

DESIGN and CONSTRUCTION DOCUMENTS

- Attend meetings and prepare Meeting Minutes.
- Attend job-walks with architect and engineers
- Review plans at various stages and provide comments
- Provide support as required
- Review the 60 and 90% Plans and Specifications to identify potential errors, omissions, National Electric Code and coordination issues.
    - Detailed review of the Electrical drawings, Latter Logic, Relay logic, Control Logic, verification of the Instrumentation and Mechanical Drawings, and confirm that all electrical equipment are properly shown at their corresponding placements with their required signals, tagging, SCADA network connectivity, Verify all needed points and PLC Address on a list etc.
- Ensure all submittal comments have been addressed in the 100% package.

CONTRACTOR PRE-QUALIFICATION

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

CONTRACTOR BIDDING and SELECTION

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

PRE-CONSTRUCTION

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

CONSTRUCTION

- Monitor quality of construction via regular job-site inspections.
- Prepare, monitor, report periodically, and revise, as needed the Project Schedule.
- Prepare, monitor, report periodically, and revise, as needed the Project Budget.
- Attend weekly construction meetings, and provide meeting minutes, distributed to all parties
- Photograph site weekly and archive photos
- Monitor all standard construction documentation, including submittals, RFI's, etc.
- Review all contractor change orders for scope and cost approval.
- Review and monitor payment of all contractor and vendor invoices.
- Attend punchwalk on behalf of Client
- Monitor punch-list progress and completion to 100%
- Assist during punchlist period for complaints, modifications, etc.
- Provide support as needed
- On-site inspection services to ensure all electrical scope of work complies with the conformed set of plans and specifications.
    - Inspection team to be knowledgeable of all electrical, instrumentation, control logical, Discrete Input/Outputs, Analog (4-20ma) Inputs/Outputs and all SCADA/RTU systems at the project site.

FIXTURIZATION

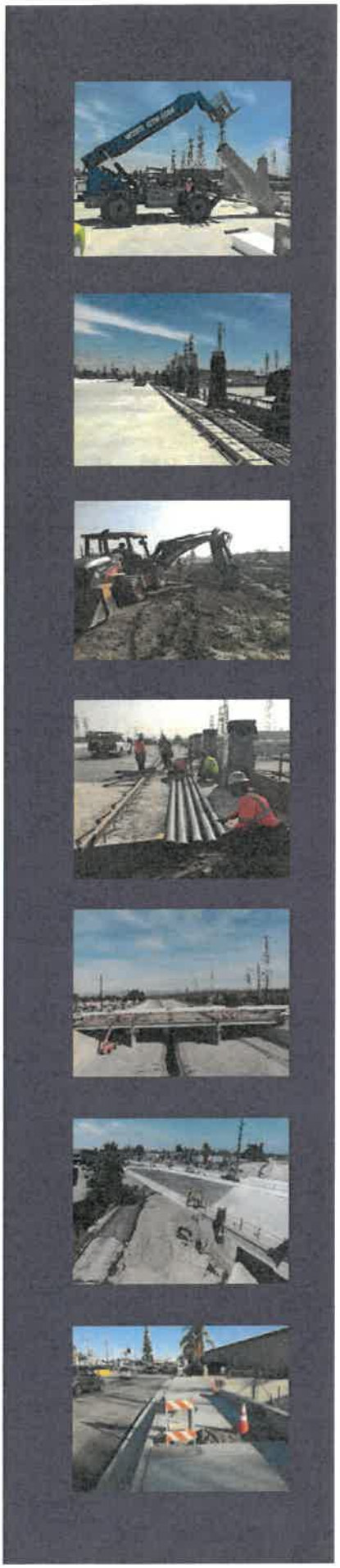
- Assist Client with de-install and removal of existing furniture, and installation of new furniture and fixtures by Client's furniture vendor
- Obtain competitive bidding for any items or services, as directed by Client
- Prepare punchlists for furniture and fixtures
- Provide support as needed
- Attend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

POST-CONSTRUCTION

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

ACCOUNTING AND PROJECT CLOSE-OUT

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



Prepared for the
City of Ontario

PROPOSAL

to provide

On-Call Management Services

For

RFP No. 1739



February 2, 2024

FCG
CONSULTANTS

February 2, 2024

Purchasing Department
City of Ontario
303 East "B" Street
Ontario, CA 91764

Subject: **On-Call Project Management Services – RFQ No. 1739**

Purchasing Department,

The City of Ontario (City) is seeking proposals from consultants for On-Call Project Management. FCG Consultants, Inc. (FCG) has been providing on-call project management, construction management, and inspection services to California cities and counties for 14 years. Highlighted below are just a few of the advantages that FCG offers.

- **Local Knowledge.** FCG has provided construction management and inspection services throughout the Orange, Los Angeles, Riverside, and San Bernardino Counties since our inception. Our proposed team members are highly familiar with the City's policies and procedures, funding sources, and state and federal guidelines and standards. This knowledge and experience will enable us to quickly initiate projects and respond appropriately to City staff input and/or concerns.
- **Highly Skilled Construction Manager/Inspectors**. Our proposed Project Manager, A.B. Fakhouri, PE, is a former Resident Engineer of Caltrans District 7 and has nearly 27 years of experience specializing in public works capital improvement projects. Supported by experienced teams of Construction Inspectors, Electrical Inspectors, and Permit Inspectors. Our team members are highly knowledgeable of local codes and regulations. All our proposed staff have experience working on public works projects involving transportation and water infrastructure, utilities, and facilities/structures.
- **Staffing Resources.** Our corporate-wide bench of staffing resources encompasses licensed and certified technical experts and specialists in project management, construction management, and construction inspection services. We offer technical experts in the construction management field specializing in constructability reviews, contract administration, cost estimating, and inspection. FCG has the in-house resources to provide all the services necessary for the City's inspection services contract.

FCG is a woman-owned California Corporation and certified Small Business Enterprise/Disadvantaged Business Enterprise focused on providing client-driven solutions. Founded in 2009, FCG is headquartered in Yorba Linda, California, with a staff of 30 fully dedicated personnel providing construction management, construction inspection, and construction engineering services to clients throughout California. The firm specializes in project and construction management and inspection for various types of public works clients utilizing assorted standards such as Caltrans Local Assistance Procedures Manual, FHWA, Greenbook, and AWWA.

FCG has read and will comply with all terms and conditions of the RFP. We acknowledge receipt of addenda 1 on January 17, 2024. Our team has reviewed the RFP and all addenda for this procurement and together our team will provide the City of Ontario with the consulting services you deserve. If there are any questions regarding this proposal, please contact me at (714) 312-0317 or maha.fakhouri@fcgconsultants.com with any questions you may have.

Sincerely,

Maha Fakhouri
President & CEO

City of Ontario
On-Call Project Management Services
Request for Proposal (RFQ) 1739

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- Non-Collusion Affidavit
- Experian Credit Score for FCG Consultants, Inc.
- Personnel Resumes

FIRM PROFILE

FCG Consultants, Inc. (FCG) a woman-owned California Corporation and Certified Small Business (SBE) and Disadvantaged business Enterprise (DBE), is focused on providing client-driven solutions to assist clients in navigating through a very challenging economy. FCG, founded in 2009, is headquartered in Yorba Linda, California with a staff of twenty-three fully dedicated personnel providing Construction Engineering, Construction Management, and Construction Inspection to clients throughout California. The firm specializes in Project and Construction Management and Inspection for various types of public works clients utilizing assorted standards such as Caltrans, Local Assistance Procedures Manual, FHWA, Greenbook, and AWWA. FCG staff are highly experienced with inspection of roadway improvements, traffic signal improvements, drainage systems, utilities, facilities, ADA ramps, retaining walls, MSE walls, soil nail walls, Structural Steel/Bolting/Welding, pedestrian/bikeways, wet CIDH pile, stainless steel, electrical, landscape, SWPPP, and Safety.

FCG serves its clients from two locations, Yorba Linda and Norwalk. With thirty (30) employees in both locations, we can cover a larger geographic market to better serve our clients. FCG's construction engineering and inspection team provides a full scope of services, from project development through project closeout to providing cost-effective and functional solutions. The FCG Team carefully plans and tailors the scope for each assignment, specific to the client and project needs. **We are fully dedicated to achieving every project and client goal and standard.**

Financial Condition: FCG is financially sound and has no bankruptcy, pending litigation, planned office closures, or impending mergers. FCG is not prohibited from professional practice or working with any Federal, State, local or public agency.

We firmly believe that with each passing year and the completion of each job for our various clients, the satisfaction of our clients will begin to further reflect the condition of our company as well as our ability to provide our clients with the professionalism and superior customer service they deserve.

Firm Information

FCG CONSULTANTS

Contact Information:

Maha Alfakhouri, President/CEO
maha.fakhouri@fcgconsultants.com
Phone: (714) 312-0317
Fax: (714) 312-0793

Firm Location:

Head Office: 22885 Savi Ranch Pkwy, Suite G, Yorba Linda, California 92887

Branch Office: 12440 Firestone Blvd.#2008, Norwalk, CA 90650

Form of Organization:

California S Corporation

Number of Employees:

25 Full-time employees
5 Part-time employees

Registration

DIR # 1000018164
SBE/DBE # 46140
Federal ID # 27-3911217

Similar and Government Agency Experience: Our previous experience and ability to mobilize quickly and keep the project momentum moving forward allows us to present City of Ontario with a quality team that can work together to deliver a project successfully and on-time. The FCG Team members have extensive experience with construction management and inspection services. Each of us is familiar with construction management and inspection contracts and understands the importance of assembling a solid team. For this effort, we have selected highly qualified key staff, and additional as-needed staff, working together as a team to ensure the City of Ontario is getting the highest quality candidates and service to successfully complete any project on time. In this proposal, FCG will discuss several successfully delivered projects that are similar to this project.

Our personnel are our greatest strength and therefore our greatest asset. Our success is based on our hiring the best people in the industry to produce the highest quality results at the most reasonable price. This practice continues throughout our internal comprehensive training program that can get inspectors up to speed on any work assignment and in any work environment, concluding with our quality maintenance process. **Our employees and subconsultants have a depth of knowledge and experience that sets us apart from our competitors.**

Our personnel are highly qualified and experienced in their respective disciplines. Each of their qualifications illustrate multiple projects, past and present, they have worked on. We are proposing a sum of experienced candidates with the appropriate experience, as per the city's requirements and the RFP, who are ready and available to be deployed. This pursuit is a team effort and FCG is committed to ensuring the City of Ontario receives the highest quality service from the appropriate. ***Our team is always equipped and ready to tackle all projects within hours.***

FIRM STAFFING AND KEY PERSONNEL

The FCG team is committed to quality work, efficiency in staffing and budgeting, and delivering a successful project. FCG staff ensure this by making sure our team is selected based on availability and relevant experience, full understanding of the scope of services, and knowledge of the needs of the stakeholders. We realize our people are our greatest strength and therefore our greatest asset. Our success is based on our hiring the best people to produce the highest quality results at the most reasonable price and continues through our internal comprehensive training program that can get inspectors up to speed on any work assignment and in any work environment, concluding with our quality maintenance processes. This training program enables us to propose cross-trained staff that can cover multiple disciplines of the work, i.e., structures and roadway, electrical and landscape, etc. Cross-trained staff are key to efficiently budgeting for our services and providing clients with competitive fees.

FCG provides an array of services such as project management, construction management, and construction inspection services. Our goal as the construction management consultant is to successfully deliver projects on time, within budget, and according to plans and specifications. FCG provides construction inspection services for various projects including roadways, utilities, street lighting, traffic signals, and various other public works developments. FCG has extensive public works experience, civil engineering construction expertise, depth of resources, and knowledge of local and regulatory issues. Projects may be funded through various state, local, and federal funds and it is important for the consultant team to have knowledge of City/County Standards, Greenbook Caltrans design procedures, Caltrans Local Assistance Procedures Manual (LAMP), Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Standard Plans and Specifications, and state regulatory requirements. FCG provides a team of qualified construction inspectors experienced in street, bridge, water, sewer, storm drain, safety lighting, and traffic signal inspection.

A.B. FAKHOURI, PE, QSD, QSP
Project Manager / Construction Manager

Mr. Fakhouri is a Registered Professional Engineer licensed in the State of California, and a former Resident Engineer of Caltrans District 7, Los Angeles, CA. He has worked on various interchange projects of similar nature that included bridge demolition and widening, interchange widening, relocation of utilities, electrical, 55-hour closures, and more. As a Project Manager, duties included, but were not limited to, interfacing with clients, managing and training personnel, managing subconsultants, performing construction management, and construction inspection. As a Resident Engineer, duties included identifying problems and recommending solutions, ensuring compliance with safety requirements and contract provisions, preparing calculations, reports, and correspondence, reviewing submittals and RFI's, change orders, conducting meetings, coordination, overseeing inspection, ensuring compliance to safety, SWPPP and labor laws.

KAL S. LAMBAZ
PM/CM, Quality Manager

Leveraging over 35 years of extensive experience, Mr. Lambaz has demonstrated proficiency in Construction Contracts Administration as evidenced by his tenure as a former Construction Contracts Administrator for the City of Anaheim, Senior Project Manager for the City of Irvine, and Resident Engineer at Caltrans District 7 in Los Angeles, CA. In his role as Construction Contract Administrator, Mr. Lambaz effectively oversaw the rehabilitation of 426 miles of local streets, showcasing his expertise in managing complex projects from design inception to final inspection and acceptance. Serving as a Senior Project Manager and Resident Engineer, he successfully led initiatives encompassing bridge, facilities, and road construction.

DONALD LEWIS
Construction Inspector

Mr. Lewis has over 27 years of experience in the heavy civil construction industry. He has been involved as a Project Engineer, Quality Control Manager, Superintendent and Project Manager. He has worked on freeways, highways, railroads, underground utilities, pump stations and bridges. Experience includes inspection of underground sewer, water and drainage lines. Inspection in excavations, backfill and grading. Inspection of bridge construction from pile driving, footings, bents, abutments, soffits and deck. He has most recently been involved in concrete paving from set up to hand and machine paving. Others areas of inspection and quality control include curbs, ramps, sidewalks and driveways. Mr. Lewis has extensive experience with Caltrans, flood control districts and various City and County projects.

RESUMES OF KEY PERSONNEL

A.B. FAKHOURI, PE, QSD, QSP
Project Manager / Construction Manager



Mr. Fakhouri is a Registered Professional Engineer licensed in the State of California, and a former Resident Engineer at Caltrans District 7, Los Angeles, CA. His experience encompasses various public works projects including bridges, widening, Caltrans right-of-way projects, roadways, parks, playgrounds, bike and pedestrian trails, traffic signals, ramp construction and widening, retaining wall construction, traffic control, night work, landscape, irrigation, sewer, drainage, tie-back walls, buildings and facilities, tenant improvements work and various other public works developments.
In his role as a Project Manager, Mr. Fakhouri's responsibilities included, but were not limited to, client interface, personnel management and training, oversight of subconsultants, and the proficient execution of construction management and inspection tasks.
During his tenure as a Resident Engineer, Mr. Fakhouri demonstrated a keen ability to identify and address problems, ensuring rigorous compliance with safety requirements and contractual provisions. His duties extended to the preparation of detailed calculations, reports, and correspondence, as well as the meticulous review of submittals, Requests for Information (RFIs), change orders, and the facilitation of meetings. Additionally, his role encompassed effective coordination, thorough inspection oversight, and ensuring adherence to safety protocols, Stormwater Pollution Prevention Plan (SWPPP) guidelines, and labor laws.

Education
M.S. Civil Engineering, CSULB
B.S. Civil Engineering, CSULB

Licensing
PE License # C60844.

RELEVANT EXPERIENCE

I-15 / Main Street Interchange Improvement Project, City of Lake Elsinore
PM/CM: This **Federally Funded** project consisted of constructing improvements to Main Street at I-15 from 2 lanes to 4 lanes, ramp metering, improvements to both NB on and off ramps, SB off ramp widening at the intersection and installation of traffic signals. Duties: Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. Cost: $14 Million

Princeton Avenue Improvements Project, Moorpark, CA
PM/CM: This **Federally Funded** project consisted of widening and rehabilitation of Princeton Avenue in the City of Moorpark. **Duties**: Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information, Construction Change Orders, daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Cost:** $14 Million.

Stewart & Gray Road and Imperial Highway Traffic Signal Upgrades and Enhancements Projects – City of Downey, CA
PM/CM: These **Federally Funded** projects consisted of various improvements on Stewart & Gray and Imperial. **Duties**: Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Duration:** 08/2020 – 11/2021. **Cost:** $4 Million.

Rosecrans Avenue and San Antonio Drive Traffic Signal Improvements Projects – City of Norwalk, CA
PM/CM: These **Federally Funded** Project consisted of various improvements on Telegraph Road. **Duties**: Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Duration:** 03/2021 – 01/2022. **Cost:** $2.5 Million.

I-605/Live Oak Avenue Ramp Widening & Improvements Project – City of Irwindale, CA
PM/CM: This **Federally Funded** project consisted of ramp widening and various improvements within Caltrans and City right-of-way. **Duties**: Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Duration:** 11/2018 – 07/2019. **Cost:** $2 Million.

KAL S. LAMBAZ
PM/CM, Quality Manager



Leveraging over 35 years of extensive experience, Mr. Lambaz has demonstrated proficiency in Construction Contracts Administration as evidenced by his tenure as a former Construction Contracts Administrator for the City of Anaheim, Senior Project Manager for the City of Irvine, and Resident Engineer at Caltrans District 7 in Los Angeles, CA.

In his role as Construction Contract Administrator, Mr. Lambaz effectively oversaw the rehabilitation of 426 miles of local streets, showcasing his expertise in managing complex projects from design inception to final inspection and acceptance. Serving as a Senior Project Manager and Resident Engineer, he successfully led initiatives encompassing bridge, facilities, and road construction.

Education
Candidate for MPA, CSULB, CA
MS, Civil Engineering, CSULB, CA
BS, Civil Engineering, Oklahoma State University, Stillwater

Key accomplishments include:

- Managed project development activities for transportation and facility projects, encompassing scope definition, budget confirmation, final design, plan and specification generation, coordination of the bidding process, and recommendation for project approval/award.
- Prepared Requests for Proposal for design consulting, construction support, and surveying services, overseeing the administration and management of construction projects from design to final inspection and acceptance.
- Formulated terms and conditions for contract agreements, ensuring adherence to regulatory requirements by reviewing WQMPs, SWPPP, and WPCP for compliance with NPDES and MS4 permits.
- Designated as the **"Subject Matter Expert"** in constructability by Caltrans.
- Authored the City of Irvine and the City of Anaheim General Provisions (Greenbook and CSI) and construction contract documents, showcasing strong documentation and communication skills.
- Developed and conducted training sessions, including the creation of a Contract Change Order Manual, illustrating a commitment to knowledge transfer and professional development.
- Recognized with four City of Irvine Public Works **"Recognition of Excellence"** Awards.

RELEVANT EXPERIENCE

Kazan and Walnut Traffic Signal Improvements Project – City of Irvine, CA
PM/CM: The project included the installation of a new traffic signal poles, upgrading ADA ramps, sidewalks, Edison service connections, asphalt pavement, traffic control and new intersection lighting, signing, and striping. Duties included construction management and inspection of various items of work, office engineering, conducting meetings, reviewing submittals and RFIs, CCOs, daily diaries and quantities, daily photos, coordinating materials testing and lane closures, filing documents, and as-builts. **Cost: $500K.**

Culver widening (Scottsdale to I-5 Southbound On-Ramp) Project – City of Irvine, CA
PM/CM: Project consisted of widening Culver at Scottsdale to the I-5 Southbound on-ramp. Work included, but was not limited to, street lighting, traffic signals, Edison service connections, asphalt pavement, traffic control, landscape, signs and striping. Duties included construction management and inspection of various items of work, office engineering, conducting meetings, reviewing submittals and RFIs, CCOs, daily diaries and quantities, daily photos, coordinating materials testing and lane closures, filing documents, and as-builts. **Cost: $1.5M.**

Jeffrey Road Overcrossing and I-405 interchange Widening – City of Irvine, CA
PM/CM: This Federally funded project consisted of pre-cast bridge and ramp widening and various improvements within Caltrans and City right-of-way. Work included, but was not limited to, bridge construction, removals, concrete and asphalt paving, flatwork, street lighting, traffic signals, Edison service connections, drainage, landscape, and striping. Duties included, but were not limited to, administration and management from design to final inspection and acceptance, construction management and inspection of various items of work, office engineering, coordination with Caltrans, SCE and OCTA, conducting meetings, reviewing submittals and RFIs, CCOs, daily diaries and quantities, coordinating materials testing and lane closures, and as-builts. **Awarded "Recognition of Excellence" for the project management from the City of Irvine. Cost: $10M.**

DONALD LEWIS
Construction / Electrical Inspector



Mr. Lewis has over 27 years of experience in the heavy civil construction industry. He has been involved as a Project Engineer, Quality Control Manager, Superintendent and Project Manager. He has worked on freeways, highways, railroads, underground utilities, pump stations and bridges. Experience includes inspection of underground sewer, water and drainage lines. Inspection in excavations, backfill and grading. Inspection of bridge construction from pile driving, footings, bents, abutments, soffits and deck. He has most recently been involved in concrete paving from set up to hand and machine paving. Others areas of inspection and quality control include curbs, ramps, sidewalks and driveways. Mr. Lewis has extensive experience with Caltrans, flood control districts and various City and County projects.

Education
General / Administration of Justice, Golden West College

Licensing
Safety Trained Supervisor
CAL OSHA 30
Army Corps of Engineers Quality Control / Quality Assurance

RELEVANT EXPERIENCE

Whittier Greenway Trail Extension Gap Closure Project, City of Whittier, CA
Construction Inspector: Project consisted of developing a 2.7-mile-long easement into a 15 ft wide walking trail along Union Pacific Railroad owned property in the City of Whittier, CA. This project also includes the Lambert Road Traffic Signal Synchronization Project. Work also included assisting the Resident Engineer with filing, public relations, produce daily diaries and photos, monitor contractor progress, and produce pay estimates, conduct employee interviews, review Change Orders, and correspondences. ***Duration:*** 01/2021 - Ongoing. ***Cost:*** $5.8 Million.

SR-210 Widening and Rehabilitation Project, Caltrans District 7, Sylmar, CA
Construction Inspector: Project consists of 10 miles of concrete pavement rehab and replacement. Work includes, but not limited to, traffic control, mass excavation, median barrier removal and replacement, electrical, drainage, overhead signage, grading, asphalt and concrete pavement and striping. Duties include field inspection of all work performed, SWPPP oversite, producing daily reports, including photos. Inspection of traffic control and equipment. Tracking and recording daily quantities. Safety oversight and implementation, including production of the Job Hazard Analysis. Coordination with testing firm for batched concrete and aggregates. ***Duration:*** 07/2020 – 01/2021. ***Cost:*** $120 Million.

LAX / APM, Los Angeles World Airports, Los Angeles, CA
Construction Inspector: Project consists of a 3-mile elevated light rail from CONRAC (Consolidated Rental Car Facility) to Tom Bradley International Terminal. Duties included but were not limited to the following: Inspection of and coordination with QA personnel on work being performed. Coordinate material orders, deliveries, and placement. Assist with 60% and 90% plan reviews for accuracy and constructability. Met with LAWA personnel on upcoming work and conducted meetings on critical topics in relation to road closures and possible impacts to travelers. Inspected pothole activities and coordinated existing conditions with the designers. Coordinated and conducted meetings between the demolition contractor and LAWA personnel. ***Duration*** *06/2018 – 05/2019.* ***Cost:*** $4 Billion.

Raymond Bridge Grade Separation, Fullerton, CA
Construction Inspector: Project consisted of the following: Construction of two bridges that allowed Raymond Ave to pass under the BNSF railway and Valencia Blvd. Utility relocations including water, storm drain, gas, sewer, and fiber. Inspection of soil excavation and logging and documentation of hazardous material. Organized manifests and created logs for the City of Fullerton. Coordinated the construction of the bridge structures and material testing. Attended weekly progress meetings. Organized extra work documentation and discussed with Agency personnel. Inspected jobsite for SWPPP BMP's and relayed information to the QSP. Relayed progress with local neighbors and businesses and addressed any issues. Conducted JHA paperwork. ***Duration:*** 12/2015 06/2018. ***Cost:*** $47 Million.

I-5 Camp Pendleton Pavement Rehab and Replacement, CA
Construction Inspector: Project consisted of twelve miles of two-lane complete replacement in both directions, including individual slab replacements. Served as aggregate quality control manager at the batch plant. Built and maintained daily production logs of concrete paving. Insured crews were performing work of high quality and in a safe manner. Project also included shoulder widening with new base and asphalt structural sections. Verified excavation limits were accurate as the area was within the Coastal Commission boundaries. Produced daily diaries of work performed and logged daily photos. ***Duration:*** 02/2015 – 12/2015. ***Cost:*** $32 Million.

ORGANIZATIONAL CHART

FCG has assembled an in-house team of experienced construction management and inspection professionals that will successfully deliver this project on time and within budget. The organizational chart below shows our project team as follows:

City of Ontario

Purchasing Department

Project Manager

A.B. Fakhouri, PE

LEGEND
FCG = FCG Consultants, Inc. (Prime)
PPI = Pacific Pros, Inc. (Sub)
Samsa = Samsa Engineering, Inc (Sub)
PMCS = PMCS Group Inc. (Sub)
DE = Destination Enterprise, Inc. (Sub)
CEMS = Const. Eng. Mgmt. Solutions, Inc. (Sub)
Hill = Hill International, Inc.

Project Team

Project Managers / Construction Managers

A.B. Fakhouri, PE FCG
Fabian Aoun, PE FCG
Kal Lambaz FCG
Saeid Asgari, PE CEMS
Bob Bazargan, PE CEMS
Bridget Day, PE Hill

Ryan Kash, PE PPI
Ghassan Haidar PMCS
Alex Nunez PMCS
Raymond Delgadillo PMCS
Azzam Saad, PE Samsa
Matthew McMenamin, PE Hill

Samar Saad, PE Samsa
Jeff Cooper DE
Jaz Jahazi DE
Robert Fahim DE
Emmanuel Lamento DE
Michael Wycoff Hill

Construction Inspectors

Anthony Moussa FCG
Don Lewis FCG
Mark Korando FCG
Talal Alfakhouri FCG
Casey Morales FCG
Bill Fernandez FCG
Joe Ruzicka FCG
Tyler Haddadin FCG
Mamon Subeh FCG
Moji Shahkarami FCG
Walid Naouchi FCG
David Alcala FCG
Majed Moussa FCG
Shanton Rangi FCG
James Bonelli FCG
Bob Bazargan CEMS
Justin Carr Hill
Eric Hill Hill

Electrical Inspectors

Anthony Moussa FCG
Casey Morales FCG
Bill Fernandez FCG
Gary Foster FCG
Don Lewis FCG
Mark Korando FCG
Eric Hildreth DE

Structures / Building

Ryan Kash, PE PPI
Eddie Hatami, PE PPI
Michael Emami, PE PPI
Sylva Nwankwo, PE PPI
Hadi Abedi, EIT PPI
Bryan Anderson PMCS
Ramzi Khouli PMCS
Samar Saad, PE Samsa
Jeff Cooper DE
Chi Blakely DE
Jaz Jahazi DE
Robert Fahim DE

SWPPP Inspectors

Talal Alfakhouri FCG
Bill Fernandez FCG
Tyler Haddadin FCG
James Bonelli FCG

Office Engineers/ Labor Compliance

Jasmine Fakhouri FCG
Majed Moussa FCG
Mansi Desai Samsa

Cost Estimator

Hennie Degenaar DE
Emmanuel Lamento DE

The key personnel proposed for this project will be available to the extent proposed for the duration of the required services. No person designated as "key" will be removed or replaced without the prior written concurrence of the City of Ontario.

SUBCONSULTANTS

Hill International, Inc. – Project Management / Construction Management

Hill International, Inc. (Hill) is an international construction consulting firm that provides program and project management, construction management, cost engineering and estimating, quality assurance, inspection, scheduling, risk management, and claims avoidance to clients involved in major construction projects worldwide. Hill has participated in over 90,000 project assignments, with a total construction value of more than $1 trillion. Hill is the 4th largest project and construction management firm in the U.S., as featured in Building Design + Construction magazine. We are also ranked the 8th largest overall U.S. construction management firm by Engineering News-Record magazine. Our staff includes professionals in all construction and building-related disciplines, including planners, schedulers, estimators, value engineering specialists, construction managers, resident engineers, construction inspectors, and a full range of technical and support staff to represent owners. Our depth of expertise means we will always be able to support your project, regardless of manpower needs. The table on the following page provides a breakdown of our professional staff by discipline. DIR Registration # 1000019597

PMCS Group, Inc. – Project Management

PMCS Group, Inc. (PMCS), a Long Beach based SBE firm, brings over 18 years of providing successful project and construction management support to Southern California cities, counties, and other public entities. Our team of over 120 professionals have delivered numerous similar projects in the Orange County, Los Angeles, and surrounding areas, including street widening, repaving, and resurfacing; traffic signal improvements; parks; pump stations; water resources; facilities (fire stations, police stations, educational buildings); sports fields and playgrounds; and additional infrastructure projects. In addition to PM/CM services, our team provides project engineering, scheduling, estimating, document control, constructability and biddability review, design management, inspection, surveying, and safety compliance. Throughout our project experience, PMCS and our proposed team members have overseen projects with local, state, and federal funding, ensuring our team can deliver any capital improvement projects for the City of Ontario on schedule, on budget, safely, and to the quality standards set by the City. DIR Registration # 1000017900

Pacific Pros, Inc. – Project Management / Structures

Pacific Pros is a firm specializing in bridge construction, especially steel bridges with extensive experience in inspection of pedestrian bridges/bike path, all structural elements, elevators, architectural features, accessibility, and design of pedestrian bridges. Pacific Pros' Headquarters is in Aliso Viejo with a strong local presence. Pacific Pros has extensive experience on major California bridge projects with key project credit of the International Gateway Bridge, aka, the Gerald Desmond Replacement Bridge. Pacific Pros has extensive Caltrans experience. Pacific Pros provide construction managers, specialty inspectors and seasoned inspectors that can support any project in the City. DIR Registration # 1000059027

CEM, Inc. – Claims Management / Scheduling

CEMS is a certified SBE providing vital Construction Management Support on various projects with various agencies such as OCTA, LA Metro, Caltrans, and Contractors providing support services that includes Program/ Project/ Construction Management, Construction Quality Validation Management, Claims Support Services, Claims Avoidance, Claims Resolution, and CPM Scheduling Review and Analysis. CEMS, Inc. will bring to Our clients the Lesson Learned Experience we have gained by providing comprehensive inspection/ Construction Management services within the Southern California region for over 30 years. Our team has significant experience on local freeway widenings and Bridge structure projects. DIR Registration # 1000046494

Samsa Engineering – Project Management – Construction Management

Samsa Engineering (Samsa) is a corporation founded in 2023 as a DBE/SBE/WBE firm. Samsa provides construction/project management, construction inspection, office engineering, and claims expertise for projects involving streets, bridges, bike trails, and drainage improvements. The Samsa Engineering team brings a wealth of diverse experience to successfully deliver public infrastructure projects. Our team members have cultivated expertise from both the contractor and owner representative perspectives, offering a well-rounded understanding of the intricacies involved in each individual project from inception to close-out.
DIR Registration # PW-LR-1001044844; DBE 51588

Destination Enterprises, Inc. – Project Management – Construction Management

Destiantion Enterprises, Inc. (DE) a corporation founded in 2005 as a WBE, SB, and LGBTBE firm. DE provides project management, construction management, inspection services, scheduling, estimating, constructability reviews, utility coordination, document control, labor compliance, and claims management. Our CM experience includes providing construction managers, Resident Engineers, Office Engineers, safety managers, and inspectors to support owners in the oversight of general contractors and subcontractors, providing superior specialized expertise in the field to ensure that projects are safely constructed to meet the plans, specifications, and requisite quality.
DIR Registration # 1000035864; WBE 13090030

EXPERIENCE

FCG Consultants, Inc. (FCG) is a highly experienced company that has been serving California Cities and Counties for over a decade. With a focus on on-call project management, construction management, and inspection services, FCG has established a strong reputation in the industry. Our expertise extends to projects funded at the local, state, and federal levels, ensuring that we are well-versed in the diverse requirements and regulations that accompany these projects. With 14 years of experience under our belt, FCG is committed to delivering top-notch services and helping our clients achieve their project goals. Mr. A.B. Fakhouri, PE, QSD, is our proposed Project Manager and will be assigned for the duration of the project. He is a former Resident Engineer of Caltrans District 7 with more than 27 years of project management, design, and construction experience on transportation infrastructure, water infrastructure, and various other public works projects. He gained his experience working for Caltrans, County Departments of Transportation, Transportation Authorities, and local cities. His project management experience includes contract administration and on-site management involving multiple contractors, and he is highly experienced with the Caltrans Construction Manual and Local Procedures Assistance Manual. He will provide quality control over construction inspection services and will manage the contract and the budget. FCG's relevant project experience is a demonstration of the different projects we have worked on from bridge widening to Caltrans right-of-way, utility relocation, traffic signals, building and widening ramps, building retaining walls, traffic control, night work, and 55-hour closures. We have completed this work enforcing different specifications, including Caltrans Standard Plans and Specifications, Greenbook Standard Plans and Specifications, SWPPP, Safety, Cal-OSHA, Caltrans Safety Requirements, and Caltrans Structures Safety Requirements.

The following table shows some of the On-Call projects FCG and the Project Manage are managing:

Agency	Project
Construction Management and Inspection	
City of Irwindale	On-Call PM/CM/Inspection Contracts
City of Downey	On-Call PM/CM/Inspection Contracts
City of Burbank	On-Call PM/CM/Inspection Contracts
City of Bellflower	On-Call PM/CM/Inspection Contracts
City of Anaheim	On-Call PM/CM/Inspection Contracts
City of Santa Clarita	On-Call PM/CM/Inspection Contracts
City of Santa Fe Springs	On-Call PM/CM/Inspection Contracts
City of Glendale	On-Call PM/CM/Inspection Contracts
City of Culver City	On-Call PM/CM/Inspection Contracts
City of San Fernando	On-Call PM/CM/Inspection Contracts
City of Fontana	On-Call PM/CM/Inspection Contracts
City of Diamond Bar	On-Call PM/CM/Inspection Contracts
Caltrans Districts 4, 7, 8, 11, 12, and 59	Various On-Call PM/CM/Inspection Contracts – State & Fed. Funds
Various Counties: Los Angeles, Orange, & San Diego	On-Call PM/CM/Inspection Contracts – State & Fed. Funds
Various Ports: SD, LA, & Long Beach	3 On-Call PM/CM/Inspection Contracts – State & Fed. Funds

REFERENCES

Princeton Avenue Improvements Project
Reference: Daniel Kim, PE – City Engineer / Public Works Director, City of Moorpark
Address: 799 Moorpark Avenue, Moorpark, CA 93021
Contact: (808) 517-6255; dkim@moorpark.ca.gov
Project Dates: 05/22022 - Ongoing
Services: Construction Management & Inspection

Telegraph Road Traffic Throughput & Safety Enhancement Project
Reference: Ed Norris, Deputy Director of Public Works, City of Downey
Address: 11111 Brookshire Ave., Downey, CA 90241
Contact: (562) 904-7110; enorris@downeyca.org
Project Dates: 02/2021 – 01/2022
Services: Construction Management & Inspection

Burbank Channel Bikeway Project
Reference: Artin Megerdichian, Senior Engineer, City of Burbank
Address: 150 North Third Street, Burbank, CA 91502
Contact: (818) 238-3915; amegerdichian@burbankca.gov
Project Dates: 10/2019 – 02/2022
Services: Construction Management & Inspection

Irwindale Park Improvements, Phase III Project
Reference: Arsanious Hanna, PE – Former City Engineer, City of Irwindale
Address: 16102 Arrow Highway, Irwindale, CA 91706
Contact: (562) 477-5747; ahanna6@gmail.com
Project Dates: 11/2018 – 04/2020
Services: Construction Management & Inspection

Traffic Signal Improvements Project
Reference: Kenner Guerrero - Associate Engineer, City of Pico Rivera
Address: 6615 Passons Blvd., Pico Rivera, CA 90660
Contact: (562) 801-4351; kguerrero@pico-rivera.org
Project Dates: 05/2021 - Ongoing
Services: Construction Management & Inspection

Traffic Signal Improvements on Rosecrans Ave. & San Antonio Dr. Projects
Reference: Raymond Velasco - Former Principal Civil Engineer, City of Norwalk
Address: 12700 Norwalk Blvd., Norwalk, CA 90650
Contact: (562) 645-3699; rvelascco@carsonca.gov
Project Dates: 08/2020 – 07/2021
Services: Construction Management & Inspection

Spring Street Gap Closure Project
Reference: Patrick Kelley – Former Contracts Manager, City of Signal Hill
Address: 2175 Cherry Ave., Signal Hill, CA 90755
Contact: (562) 989-7355; kelley@anaheim.net
Project Dates: 02/2022 – 08/2022
Services: Construction Management & Inspection

PROJECT SPECIFIC EXPERIENCE

City of Downey On-Call Public Works Construction Management and Inspection Services



Services Description

This contract includes performing construction management and construction inspection on the city's various capital improvement projects. The construction manager is responsible for the administrative aspects of the projects, and the inspectors are responsible for overseeing the construction of the various projects according to the project's plans and specifications, work permits, and day to day inspection activities on construction jobs. Capital improvements projects includes street and intersection widening, pavement rehabilitation and reconstruction, water and sewer improvements, streetscape enhancements, landscaping and irrigation, drainage, sidewalks, curb ramps, and other pedestrian improvements. Duties and responsibilities of the construction manager and inspectors include, but not limited to project review and plan check, construction observation, project coordination including communications with the city, meetings, and keeping projects on schedule and within budget, and administrative.

Scope of Services

FCG performes construction management and inspection services on various CIP projects for the City of Downey. Work included traffic control, removals, concrete and asphalt paving, curb and gutter, ADA ramps, sidewalk, street lighting, traffic signals, service connections, drainage, landscape, and striping.

Sample Projects

- **Florence Avenue Pavement Rehabilitation Project**: Project consisted of removal and replacement of existing asphalt pavement, striping and installation of pavement marking, curb, gutter, cross gutters, sidewalk, ADA ramps.
- **5th Street Pavement Rehabilitation Project**: Project consisted of pavement rehabilitation of 5th Street, between Brookshire Avenue and Lakewood Boulevard including 3 cul-de-sacs. This project included reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete (AC) base course and asphalt rubber hot mix (ARHM) overlay, striping, and installation of pavement markings.
- **Woodruff Avenue Traffic Signal Fiber Optic Communication System and Upgrades Project**: Project consisted of upgrading the existing fiber optic system and traffic signal at various signalized intersections. This project also included installation of conduits, innerducts, pull boxes, various fiber optic cables, communication equipment, hub cabinets, controllers, and traffic signal modification integration.

Client Information

Client	**City of Downey**	**Contact**	**Ed Norris, PE, Deputy Director of Public Works**
	11111 Brookshire Avenue Downey, CA 90241		(562) 904-7110 enorris@downeyca.org
Dates	02/2016 – Ongoing	**Cost**	$Various per project
Staff	A.B. Fakhouri, PM; Anthony Moussa, Inspector; Talal Alfakhouri, Inspector, Jasmine Fakhouri, OE		

City of Irwindale As-Needed Construction Inspection Services



Services Description

This contract includes performing construction inspection on the city's various public works projects in the City of Irwindale. The construction manager is responsible for the administrative aspects of the projects, and the inspectors are responsible for overseeing the construction of the various projects according to the project's plans and specifications, work permits, and day to day inspection activities on construction jobs. The various projects in the City of Irwindale involve all local utility companies as well as small city projects.

Scope of Services

FCG performes construction management and inspection services. Work included traffic control, removals, concrete and asphalt paving, curb and gutter, ADA ramps, sidewalk, street lighting, traffic signals, service connections, drainage, landscape, striping, and more.

Sample Projects

- **Senior Center Interior Remodel Improvements Project**: Project consisted of remodeling improvements on the center's interior. FCG's inspector performed inspection in accordance with the project plans and special provisions, the standard specifications, and the "Los Angeles County Building Code".
- **Water Pipeline Extension Project**: Project consisted of construction management and inspection for the Water Pipeline Extension Project located on Live Oak Avenue
- **Off-Site Improvements at the Park at Live Oak Project**: Project consisted of construction of new sidewalk, median and parkway landscaping / irrigation, two new traffic signal intersections, on traffic signal intersection modification, resurfacing and restriping, and water and sewer pipe installation.
- **2022-2023 Resurfacing Project, Residential Resurfacing Phase II:** Project consisted of resurfacing eight (8) residential streets, improving the striping at an arterial intersection, and minor concrete removal and restorations.
- **Constructability Review Services for Irwindale Park Improvements Phase IV & V Project**

Client Information

Client	**City of Irwindale**	**Contact**	**Arsanious Hanna, PE – Former City Engineer**
	16102 Arrow Highway Irwindale, CA 91706		(562) 477-5747 ahanna@irwindaleca.gov
Dates	11/2018 – Ongoing	**Cost**	$Various per project
Staff	A.B. Fakhouri, PM; Anthony Moussa, Inspector; Jasmine Fakhouri, OE.		

City of Burbank On-Call Construction Management and Construction Inspection Services

Services Description



This contract includes performing construction inspection on the city's various public works projects in the City of Burbank. The various projects in the City of Burbank include Traffic Signals installation and modification, Street Pavement and Rehabilitation and Improvements.

Scope of Services

FCG performes construction management and inspection services. Work included traffic control, removals, concrete and asphalt paving, curb and gutter, ADA ramps, sidewalk, street lighting, traffic signals, service connections, drainage, landscape, striping, and more.

Sample Projects

- **Bid Schedule 1426 – Media District Traffic Signal Improvements Project**: Project consisted of street improvements at 3 locations, traffic signal modifications at 8 locations and signing and striping modifications.
- **Bid Schedule 1461 – Traffic Responsive Signal System Project**: Project consisted of reconstruction of three traffic signals and installation of 8000 feet of conduit for fiber optic cable, new poles, pull boxes, conduits, conductions, video cameras, loops, and curb ramps
- **Bid Schedule 1462 – Midtown Commercial Corridors Improvement Project**: Project consisted of reconstruction of 6 traffic signals, removal and replacement of poles at 8 traffic signals, and install LED lighting and loop detector conduits at 29 traffic signals.
- **Bid Schedule 1454 – Glenoaks Blvd Arterial and First Street Signal Improvements Project:** Project is funded by Metro Measure R and consists of traffic signal modification for 13 intersections along Glenoaks Blvd, and 1 intersection on Orange Grove Ave. and 1st Street. Improvements include removing and installing new signal poles, signal heads, pull boxes, conduits, LED luminaires, markings, audible pedestrian signals (APS). detection loops. ADA ramps, AC pavement restoration, and signage.
- **Bid Schedule 1436 – City Parking Lot Resurfacing**: Project consisted of resurfacing of Parking Lot
- **Bid Schedule 1458 – Various Streets Improvements**
- **Bid Schedule 1506 - Annual Arterial Pavement Rehabilitation Project**
- **Bid Schedule 1427 – Construction Management services for the Measure R I-5 Project**

Client Information

Client	City of Burbank	Contact	Omar Moheize, PE – Former Principal Engineer
	150 North Third Street Burbank, CA 91502		(818) 238.3943 omoheize@burbankca.gov
Dates	02/2016 – Ongoing	Cost	$Various per project
Staff	A.B. Fakhouri, PM; Anthony Moussa, Leon Fuentes, Talal Alfakhouri, Inspector; Jasmine Fakhouri, OE		

METHODOLOGY & WORK PLAN

SCOPE OF WORK

FCG proposes to provide the City with staff augmentation services for Construction Management, Inspection, and Sampling Services.

Understanding of Need

FCG will provide the City of Ontario with as-needed Construction Management, Inspection, and Sampling Services for capital improvement projects at the City's request. FCG provides services including roadways, structures, utilities, street lighting, traffic signals, Irrigation and landscaping, and various other public works developments. We are ready to assist the City with constructability reviews, contract administration, construction management, cost estimating, inspection, collaboration with stakeholders to solve problems, maintaining records, and reporting, as well as document control, claims mitigation, utility coordination, and project acceptance. FCG has extensive public works experience, civil engineering construction expertise, depth of resources, and knowledge of local and regulatory issues. Projects may be funded through various state, local, and federal funds and it is important for the consultant team to have knowledge of City/County Standards, Greenbook Caltrans design procedures, Caltrans Local Assistance Procedures Manual (LAMP), Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Standard Plans and Specifications, and state regulatory requirements.

Specific services FCG offers the City to assist in managing its capital improvement program include but not limited to:

Project Management

Our goal as the Project Management and Construction Management consultant is to successfully deliver projects on time, within budget, and according to plans and specifications. The tables below briefly list the construction management services provided by The FCG Team:

Project Management Services
Provide support to the Director or Designee to administer the CWA; assist with interpretations and notices
Work with City staff to discuss, develop solutions and resolve issues of concern
Facilitate the orderly settlement of labor disputes and grievances without strikes or lockouts
Monitor relations between unions and contractors; maintain grievance documentation
Monitor contractors' compliance with worker utilization goals and work with contractors to meet or exceed goals; work with local organizations to support worker utilization goals
Collect, analyze, and maintain files related to the CWA, including, but not limited to, Letters of Assent, evidence of core worker qualifications, veteran status, and workforce compliance
Provide CWA status update reports for each project, as directed by City staff
The Consultant shall also monitor and enforce labor compliance requirements, unless otherwise directed by the City, including, but not limited to:
Development of labor compliance administration structure and program implementation
Monitor and enforce compliance with the California Labor Code, the California Code of Regulations, and if applicable, the Davis-Bacon and Related Acts
Visit project construction sites to conduct labor compliance interviews, and if federal, Equal Employment Opportunity (EEO) interviews and observations
Work with contractors and subcontractors who are delinquent with prevailing wage requirements toward prompt resolution
Process, investigate, resolve, and recommend referral to the State Labor Commissioner when wage violations occur; recommend withhold of contractor payments as necessary

Designed Support

Design Support
FCG offers Specifications Development and review and can generate project specific special provisions (Green Book – 2021 or older).
FCG Offers Peer Design review.
FCG will conduct complete constructability and buildability reviews of proposed projects to conform with the PCC, Standard Specifications, and Design Standards. Information will be inputted on a spreadsheet for easy follow up.

Construction Management

Construction Management Services
Conduct a pre-construction meeting and bi-weekly construction meetings with the contractor, the City, and all other involved parties. Prepare and distribute meeting agendas and minutes.
Manage and coordinate all aspects of the project including coordinating with City staff, multiple contractors, agencies, and project stakeholders.
Prepare Weekly Status Reports and Statements of Working Days.
Coordinate design changes with the Engineer of Record.
Participate in field meetings and document issues, findings, directions, changes, etc., and develop solutions.
Prepare, monitor, and update the construction schedule.
Prepare change orders in the City's standard format.
Maintain a record of accounting costs including approved change orders.
Review payment requests, make payment recommendations, and prepare progress payments in the City's standard format.
Review and coordinate the approval of shop drawings with the design consultant.
Review and approve materials submittals.
Log, track, and process submittals, Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claims (NOPCs), Non-Conformance Reports (NCRs), construction schedules, and detailed traffic control plans.
Provide the City with As-Built and electronic sets of drawings at project completion.
Monitor materials documentation and testing results as well as enforce corrections.
Conduct labor compliance per LAMP requirements. Maintain project files per LAMP guidelines.
Review and approve the contractor's safety program and traffic control plan.
Review and respond to all RFCs.
Process all project documentation per City and Caltrans guidelines.
Perform a constructability review of the 100% plans, specifications, and estimates.
Prepare cost estimates.
Verify contractor conformance with the City's Community Workforce Agreement (CWA).

Maintenance and Facilities Construction Support

FCG staff have managed Maintenance and Facilities for municipalities and will perform the following:

Assessment
FCG will assess the current concrete condition (damaged, cracked, displaced, and ADA) of the entire length of proposed project and other miscellaneous areas concrete facilities (sidewalks, curbs and gutters, ramps, driveway approaches, spandrels, and cross gutters, etc.) and other areas as assigned. This assessment will include determining if the sidewalks and other facilities need replacement, grinding, temporary ramps, etc. for the consultant to generate lists of actions needed. The process and techniques used to evaluate the concrete facilities will be explained in a report.
FCG will input information that includes location, measurements, etc. on a spreadsheet.
FCG will generate a google map that lists the addresses of locations identified, list of items for bidding purposes.

Utility & Agency Coordination

The FCG team is highly experienced in coordinating with utility companies and third parties to achieve successful project completion. Third-party coordination services include the following tasks:

Utility & Outside Agency Coordination Services
Send notification of the pre-construction meeting to all affected utility companies, the Sheriff's Department, the Orange County Fire Department, and other project stakeholders prior to construction.
Review project scope of work with each utility company at the construction conference and review possible conflicts. Work with each utility to ensure that specific needs of the project are understood.

Labor Compliance

The FCG team is highly experienced enforcing labor compliance in accordance with State and Federal requirements, specifically LAMP and Community Block Development Grant (CBDC) program requirements:

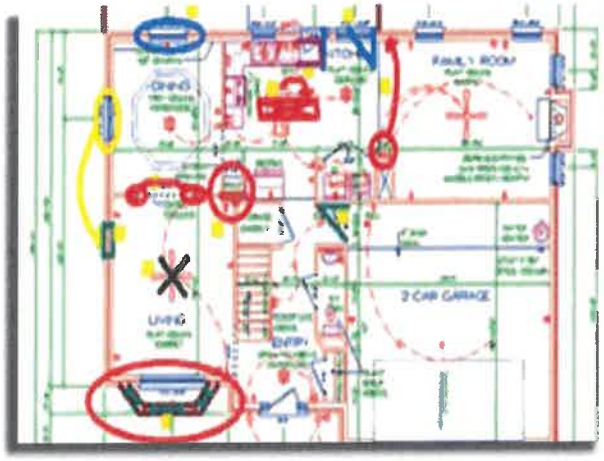
Labor Compliance Services
Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current, valid contractor's bond and workers' compensation coverage; LAPM submittal requirements; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement lists.
Attend preconstruction meeting to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record.
Verify and document jobsite posting of wage rate information and required labor compliance posters. Conduct site visits to monitor workforce utilization; perform labor compliance interviewing of employees on site, using appropriate forms, in the proper frequency and of the proper work classifications required by governmental authorities.
Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents and interviews and information obtained from site visits. Monitor contractor payroll documentation of certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
Review and verify the contractor's skilled and trained workforce certification and monthly skilled and trained workforce reports.
Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies. Provide detailed description of deficiencies; outline corrective actions; and enforce deadlines for compliance.
Receive, pursue, and document labor complaints and/or violations; prepare violation reports to oversight entities as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
Coordinate with City staff the withholding of progress payments if contractor fails to abide by labor compliance requirements.
Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
Coordinate project file reviews by authorized county, state, and federal agencies.
Submit complete federal labor compliance file to City for retention.

Project Close-Out

The FCG team will assist the City with all aspects of project close-out, including, but not limited to, the following tasks:

Project Close-Out Services
Coordinate a final walk-through with all affected stakeholders, prepare the punch list, certify completion of the project, and recommend acceptance.
Transmit the contractor's approved Record Drawings (As-Builts) to the City. Provide an electronic version of all drawings. Provide paper and electronic files of all construction documents in the City's approved format.
Finalize record drawings, contract bid items, claims, change orders, and punch list items.
Prepare all final reports, including report of completion for acceptance of the project.
Finalize and deliver all construction files to the City for archives.
Address any unresolved issues including, but not limited to, change orders, claims, etc.
Complete documentation required by LAPM.

METHODOLOGY



1) **Constructability/Biddability Reviews -** The FCG Team will review the plans and special provisions during design for errors and constructability and biddability issues, report those findings to City of Ontario, and will coordinate with the design team to eliminate such issues. By being active during design, these findings typically provide for accurate and concise bids that eventually reduce RFI's, changes or claims during construction. Most importantly, bid items in the Special Provisions must be clear as they describe the work, measurement of the work, and what is included in the payment of each item.

2) **Value Engineering (VE) -** The FCG Team will conduct value engineering as requested by the city. We will follow the FHWA VE process during the concept and design phases, by using a multidiscipline team of engineers not involved in the project, that will provide recommendations for:

- the needed functions safely, reliably, efficiently, and at the lowest overall cost.
- improving the value and quality of the project.
- reducing the time to complete the project.

3) **Public Bidding Phase Support -** The FCG Team will assist the City of Ontario in the construction bid procurements, including contract documents, Federal and State requirements, Plans and Special Provisions, and permit requirements. We will perform all work per the City and Caltrans Construction Manual and Local Assistance Procedure Manual.

4) **Submittal Tracking and Reviews -** The FCG Team will provide the contractor with a list of submittals as per the Special Provisions, then perform a thorough, comprehensive review of the contractor's submittals. We will work closely with City of Ontario to determine which submittals the design consultant will review, and which will be reviewed by the FCG Team. A Submittal log will be developed, maintained, and tracked according to when they are received and returned to the contractor and a copy will be included with each transmittal and at the weekly meetings. Materials releases and certificates of compliance will be kept in the appropriate filing categories, and materials summary sheets will have a running total of materials used on the Project. Anticipated submittals include, but are not limited to, baseline schedule, bi-weekly lookahead schedules, shoring plans, falsework plans, demolition plan, bridge materials, concrete mix designs, HMA job mix, shop drawings, quality control plans, traffic handling plans, piling plans, health and safety plan, lead compliance plan, and temporary lighting plan.

5) **Construction Staking –** Surveying Services will be provided by our sub-consultant West Land group, Inc.

- Under the direction of the Resident Engineer and FCG inspector will coordinate with the Contractor for verification of Contractor's staking, layouts, controls, spot check reference points, and finished work. The Surveyor will acquire the horizontal control and record maps from the City and identify existing survey monuments/right-of-way.
- The FCG Team will verify contractor's surveyor staking and layout to ensure compliance with State's requirements in terms of preservation and/or re-establishment of survey monuments, including recordation requirements.
- The FCG Team will verify contractor's surveyor work to ensure compliance with all required construction survey requirements including, but not limited to, setting lines and grades, construction staking, preparation of cut sheets, etc.
- The FCG Team will prepare and file any documentation required for recordation with the LA County Recorder's Office.
- The FCG Team will perform any other survey activities as deemed necessary by the City to ensure construction of the Project is following the PS&E.

6) **Construction Management & Controls -** Our goal as the construction management consultant is to successfully deliver projects on time, within budget, and according to plans and specifications. The FCG Team will provide the following services:



- Conduct a pre-construction meeting and bi-weekly construction meetings with the contractor, the City, and all other involved parties. Prepare and distribute meeting agendas and minutes.
- Manage and coordinate all aspects of the project including coordinating with City staff, multiple contractors, agencies, and project stakeholders.
- Prepare Weekly Status Reports and Statements of Working Days.
- Coordinate design changes with the Engineer of Record.
- Participate in field meetings and document issues, findings, directions, changes, etc., and develop solutions.
- Prepare, monitor, and update the construction schedule.
- Work with the City of Ontario during the construction Contract Award and Change Order process to assist City of Ontario in controlling the costs of the Project and controlling the factors that may escalate Project costs. The FCG Team will receive, process, track, and document Project requests for Contract Change Orders from the Contractor and a CCO log will be established at the beginning of the Project and will be continuously maintained and updated by the RE. To the delegated level of approval, and under the City of Ontario's direction, the FCG Team will determine the need, merit, scope, estimated cost, and schedule impacts to the project because of potential contract change orders. The FCG Team will also negotiate change orders with Contractor as directed. Once merit is established, The RE will prepare change orders based on the Contract Documents and in close coordination with the Design Engineer and City Project Manager.
- FCG's CM will manage the Project's budget and will set up an internet-based document controls system. The team will prepare independent monthly estimates for the Project duration, review payment requests, make payment recommendations, and prepare progress payments in the City's standard format monitoring both the Project and contingency budgets. Our report to City of Ontario will include amount paid to contractor to date, previously paid amount to contractor, percent complete of each bid item, executed change orders, and retention withheld from each pay estimate. Our intent is to keep the City of Ontario fully informed of the financial status of the project.
- Provide the contractor with a list of submittals as per the Special Provisions, then perform a thorough, comprehensive review of the contractor's submittals. We will work closely with City of Ontario to determine which submittals the design consultant will review, and which will be reviewed by the FCG Team. A Submittal log will be developed, maintained, and tracked according to when they are received and returned to the contractor and a copy will be included with each transmittal and at the weekly meetings. Materials releases and certificates of compliance will be kept in the appropriate filing categories, and materials summary sheets will have a running total of materials used on the Project. Anticipated submittals include, but are not limited to, baseline schedule, bi-weekly lookahead schedules, shoring plans, falsework plans, demolition plan, bridge materials, concrete mix designs, HMA job mix, shop drawings, quality control plans, traffic handling plans, piling plans, health and safety plan, lead compliance plan, and temporary lighting plan.
- Provide construction staking.
- Log, track, and process submittals, Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claims (NOPCs), Non-Conformance Reports (NCRs), construction schedules, and detailed traffic control plans.
- Provide the City with As Built and electronic sets of drawings at project completion.
- Monitor materials documentation and testing results as well as enforce corrections.
- The FCG Team will conduct labor compliance per LAMP requirements. Maintain project files per LAMP guidelines.
- Review and approve the contractor's safety program and traffic control plan.
- Review and respond to all RFCs.
- Process all project documentation per City and Caltrans guidelines.
- Provide community public relations and outreach services.

7) **Contract Administration –** The FCG's CM/RE and Office Engineer will establish and maintain a filing system in hard copy as well as electronically, using the Caltrans Construction Manual as a guideline to ensure compliance with Federal funding requirements. FCG typically utilizes the Caltrans filing system on projects. Additionally, FCG's Office Engineer will upload the electronic data documentation to the City. All hard copy files will be scanned as PDF files and stored digitally on a server with a filing structure duplicating the hard copies and will provide regular reports as required by the funding agreements.

8) **Inter-agency and Third-Party Utility Coordination -** The FCG's Team will manage the Project's utility coordination efforts with the contractor and the local utility companies. A critical factor for constructing any project is early partnering with utility companies within the project limits. Our CM and the FCG Team will coordinate with each utility company and work diligently to communicate, schedule, and achieve the timeline for each relocation or new construction. For utilities planned for relocation during construction, the FCG Team will initiate coordination with the contractor and the respective utility to plan for USA Dig Alert, potholing, and scheduling of the relocation work of the facilities. The CM will verify the Contractor incorporates work related to the utilities in the baseline schedule. The FCG team is currently providing these same types of services to Cities of Irwindale, Downey, Burbank, and other municipalities and agencies throughout the state. The FCG Team utilizes a system for tracking building and public works permits using a spreadsheet. This system is simple and allows the permittee and City officials to view the current budget and status of each permit. The FCG Team will keep every agency involved should any changes or modifications are needed. The FCG Team will ensure that the baseline schedule submitted by the contractor includes the permits requirements.

9) **Construction Inspection -** FCG will provide the City with a team of qualified construction inspectors experienced in street, bridge, water, sewer, storm drain, safety lighting, utility relocation, street rehabilitation, pavement preservation, traffic signals, constructing and widening ramps, signing and striping, retaining walls, parks and trails, irrigation & landscaping, traffic control, drainage systems, and asset assessment and reports. We have completed this work enforcing different specifications, including Caltrans Standard Plans and Specifications, Greenbook Standard Plans and Specifications, SWPPP, Safety, Cal-OSHA, Caltrans Safety Requirements, and City of Ontario Safety Requirements. The construction inspection services FCG provides are listed below.

- Ensure project construction in accordance with approved plans, specifications, and estimates; City standards; Standard Plans and Specifications for Public Works Construction; and Caltrans Standard Plans and Specifications.
- Coordinate with City staff, including emergency responders and utility companies, and other project stakeholders.
- Coordinate construction activities inclusive of temporary parking restrictions, temporary traffic control, etc.
- Complete daily measurements of quantities of work with the contractor and daily inspector reports. Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, etc.
- Provide daily reports to City staff on a weekly basis.
- Attending all project meetings such as pre-construction, field, and progress meetings.
- Prepare in-progress punch lists at the completion of each phase of the project.
- Ensure all construction activities are witnessed. If deemed necessary, inspection for night work shall be performed.
- Ensure compliance with the NPDES program, and the Construction Site Best Management Practices (BMP) Manual.
- Inspect materials and equipment upon delivery for compliance with construction contract documentation.
- Each working day, meet with the Contractor to review proposed work plans, including specific details that may affect progress. Inform City's Project Manager of any work which may result in a noteworthy impact to the City.
- Document field changes and maintain red-line as-built set of construction drawings.
- Closely monitor compaction, material, and other necessary testing results and require the Contractor to provide corrective measures to achieve compliance.
- Maintain copies of all permits needed to construct the project and enforce special requirements of each.

10) **Labor Compliance –** The FCG team is highly experienced in enforcing labor compliance in accordance with State and Federal requirements, specifically LAMP and Community Block Development Grant (CBDC) program requirements. The FCG Team will:

- Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current, valid contractor's bond and workers' compensation coverage; LAPM submittal requirements; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement lists.
- Attend preconstruction meeting to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record.
- Verify and document jobsite posting of wage rate information and required labor compliance posters. Conduct site visits to monitor workforce utilization; perform labor compliance interviewing of employees on site, using appropriate forms, in the proper frequency and of the proper work classifications required by governmental authorities.
- Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents and interviews and information obtained from site visits. Monitor contractor payroll documentation of

certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.

- Review and verify the contractor's skilled and trained workforce certification and monthly skilled and trained workforce reports.
- Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies. Provide detailed description of deficiencies; outline corrective actions; and enforce deadlines for compliance.
- Receive, pursue, and document labor complaints and/or violations; prepare violation reports to oversight entities as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress payments if contractor fails to abide by labor compliance requirements.
- Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews by authorized county, state, and federal agencies.
- Submit complete federal labor compliance file to City for retention.

11) **Storm Water Quality Inspections** – The FCG team includes members certified as Qualified Stormwater Developers (QSD) with applicable certifications. We will review the contractor's SWPPP to ensure compliance with the Regional Water Quality Control Board (RWQCB) permit requirements. We will conduct regular inspections of the site with the contractor and upload reports and documents to the SMARTS database. Our team will ensure the contractor adheres to the approved SWPPP plan and installs and maintains appropriate BMPs. FCG inspectors understand the importance of managing the SWPPP. All FCG inspection staff have completed their Qualified SWPPP Practitioner (QSP) and/or Qualified SWPPP Developer (QSD) training and are QSP/D certified. The inspectors are trained in the preparation of SWPPP diaries including the on-line reporting, review of Best Management Practices (BMP's), and erosion control measures both during the rainy season and throughout the year. They will immediately notify the Resident Engineer of any problems during the implementation of the SWPPP. Proper implementation is especially important on all inlets and discharge points.

12) **Multi-Trades Materials Testing (asphalt, concrete, masonry, steel) –** FCG Team includes our sub-consultant MB Pro that will provide inspection and material testing and inspection in accordance with generally accepted professional engineering principles and practices. Material testing shall conform to all Caltrans Standards and the LAPM The services include but are not limited to:

- Review and approve AC mix designs.
- Review and approve PCC mix designs. Consult with City for approval of PCC mix for the Project.
- Provide all material source inspection, sampling and testing by a qualified materials engineer as required.
- Provide requested miscellaneous consultation during the Project, including discussion with the contractor to emphasize proper treatment of concrete. Provide all compaction tests per plan, specifications, and regulations per LAPM and contract documents. Provide nuclear compaction testing and provide geotechnical soil testing as necessary.
- Provide coordination for traffic controller testing and other traffic signal equipment as needed.

13) **Progress Meetings and Reporting -** The Resident Engineer will conduct weekly progress and field meetings with the contractor, City of Ontario, as necessary and appropriate, and the inspectors, Office Engineer, and other subconsultants will attend and participate in the discussions and documentation of the meetings. Our RE will prepare the meeting agendas, which will include reviews of the Project schedules, a summary of submittals and RFI's, unresolved issues, and new issues requiring follow-up. Our RE will produce meeting minutes for each meeting. In addition, The FCG Team will coordinate and meet with residents, business owners, utility firms, and other agencies involved with this project as needed. The RE will discuss issues with the Inspectors, and Office Engineer to ensure previous meeting minutes have been documented and distributed and an agenda with logs is prepared for the current meeting to discuss project status and schedule.

14) **Public Community Relations/Outreach** - The FCG Team believes that public outreach is essential to the success of any project that will have an impact on motorists, residents, businesses, and schools. A sample public outreach plan is summarized as follows:

- Traffic Control – If the Contractor is required by contract to submit a Traffic Control Plan (TCP). Coordination between the TCP and the construction staging proposed by the contractor is imperative. There are some issues to be considered and resolved during construction and the FCG Team will look forward to assisting with constructible solutions that will help avoid any extra cost or inefficiency claims. Per specifications, the job site shall be maintained in a neat and orderly condition and safe pedestrian pathways always provided along all sidewalks, without exception. The FCG Team will coordinate all efforts with the City and the Contractor to ensure full compliance with the requirements of MUTCD, WATCH Manual, and project specifications.
- The FCG team will coordinate with any schools and the Contractor to incorporate their schedule and activities as part of the TCP and project schedule.
- The FCG Team will coordinate with the Contractor and residents and businesses regularly through flyers, weekly and monthly

meetings as needed to mitigate concerns, traffic impacts, noise, and dust control. FCG will contact managers of each establishment in the area and explain to them the nature of closures and detours, and on-street parking restrictions.

15) **Progress Payments and Grant/Fund Tracking -** The FCG's CM will manage the project's budget and will set up an internet-based document controls system. The team will prepare independent monthly estimates for the Project duration, review payment requests, make payment recommendations, and prepare progress payments in the City's standard format monitoring both the project and contingency budgets. Our report to City of Ontario will include amount paid to contractor to date, previously paid amount to contractor, percent complete of each bid item, executed change orders, and retention withheld from each pay estimate. Our intent is to keep the City of Ontario fully informed of the financial status of the project.

16) **Change Order Management -** The FCG Team will work with the City of Ontario during the construction contract award and change order process to assist City of Ontario in controlling the costs of the project and controlling the factors that may escalate project costs. The FCG Team will receive, process, track, and document project requests for contract change orders from the Contractor and a CCO log will be established at the beginning of the Project and will be continuously maintained and updated by the RE. To the delegated level of approval, and under the City of Ontario's direction, the FCG Team will determine the need, merit, scope, estimated cost, and schedule impacts to the project because of potential contract change orders. The FCG Team will also negotiate change orders with Contractor as directed. Once merit is established, The RE will prepare change orders based on the Contract Documents and in close coordination with the Design Engineer and City Project Manager.

17) **Permit Monitoring -** The FCG team is highly experienced in coordinating with regulatory agencies and R/W permits and understands the criticality of keeping them informed and involved during the project, The FCG team is currently providing these same types of services to Cities of Irwindale, Downey, Burbank, and other municipalities and agencies throughout the state. The FCG Team utilizes a system for tracking regulatory, building and public works permits using a spreadsheet. This system is simple and allows the permittee and City officials to view the current budget and status of each permit. The FCG Team will keep every agency involved should any changes or modifications are needed. The FCG Team will ensure that the baseline schedule submitted by the contractor includes the permits requirements.

18) **SWPPP & Erosion/Sediment Control Monitoring –** As previously stated, the FCG Team includes members certified as Qualified Stormwater Developers (QSD) with applicable certifications. We will review the contractor's SWPPP to ensure compliance with the Regional Water Quality Control Board (RWQCB) permit requirements. We will conduct regular inspections of the site with the contractor and upload reports and documents to the SMARTS database. Our team will ensure the contractor adheres to the approved SWPPP plan and installs and maintains appropriate BMPs.

19) **Claims & Disputes Prevention/Mitigation -** The FCG Team's renowned claims division and our claims experts have a proven track record with Caltrans and other public agencies on similar projects. We will monitor all site records of events, labor, materials and equipment for potential claims or dispute issues. This data will be essential when analyzing contractor's CPM schedule and claims. Our team will address every issue that will contain all relevant RFI's, change orders, correspondence, pictures, inspector's dairies, cost analysis and schedule analysis. Our objective will be to minimize issues by providing concise analysis of all issues on the project. Our Resident Engineer will establish an open communication plan with the Contractor to discuss all project matters and will respond to all issues timely to minimize any potential for claims. Typically, claims arise from lack or shortage of communication and delay in response to RFI's and change order requests. The FCG Team will address all concerns, RFI's, and change order requests in a timely manner and will document all matters in case a claim is submitted. The FCG Team has experience reviewing and responding to claims along with representing clients in mediation or arbitration to resolve such matters.

20) **Comply with Federal and State Grant Requirements Including Reimbursements –** The FCG Team has extensive experience working on federally funded projects that utilize FHWA and Local Assistance Procedures Manual requirements for documentation and filing, verifying certified payroll of contractors, and producing documentation and reports accordingly. We estimate that **90% of the projects we manage are Federally funded projects.**

21) **Comply with CDBG Requirements -** The FCG Team has extensive experience working on CDBG grants and will submit all required quarterly reports, project performance measurement plan, preconstruction checklist, amendment to the original agreement, etc. In addition, the FCG Team will assist the City in incorporating the CDBG requirement in the contract special provisions

22) **Project Closeout -** The FCG Team will recommend to City of Agoura Hills that final acceptance be issued to the contractor when all punch-list work is completed, and all issues and Project walks are signed off by City of Agoura Hills, LACFCD, LVMWD, and Utility Companies. Finally, all as-builts will be inventoried and verified completely prior to final acceptance and recommendation of final payment to the contractor. The FCG Team will perform the project closeout as follows:

- Coordinate a final walk-through with all affected stakeholders, prepare the punch list, certify completion of the project, and recommend acceptance.
- Transmit the contractor's approved Record Drawings (As-Builts) to the City. Provide an electronic version of all drawings. Provide paper and electronic files of all construction documents in the City's approved format.
- Finalize record drawings, contract bid items, claims, change orders, and punch list items.
- Prepare all final reports, including report of completion for acceptance of the project.
- Finalize and deliver all construction files to the City for archives.
- Address any unresolved issues including, but not limited to, change orders, claims, etc.
- Complete documentation required by LAPM.
- Prepare and submit the final payment package to the contractor.
- Submit final project records to the City of Ontario.
- Collect and submit to the City of Ontario release of any liens from the contractor.
- FCG Team will prepare the Notice of Completion as part of project closeout and will coordinate with permittees and City for acceptance of improvements.
- Submit final funding reimbursement request to the State and any other funding sources.

23) **On-Call Services -** Staff augmentation is very important to many public agencies for various reasons, including lack of funding for procurement of agency staff, and/or the immediate need based on the number of projects or the funding. In many instances there may be a combination of reasons why public agencies refer to procuring on-call contracts that produce a level of comfort through hiring outside agencies. FCG fully understands the on-call business and will implement this knowledge to meet the needs of the City.

On-call contracts can be very dynamic in nature. As projects surface for construction so does the need for additional staff. FCG understands that a well-defined communication plan with the agencies can achieve better results. As the need for additional staff increases, our responsiveness to meet the need is imperative for the success of the project. Responsiveness to immediate and/or planned need for staffing is key since the need may not always be planned. FCG is always ready to provide staff for agencies, planned or otherwise.

24) **Design Support Services -** FCG offers Specifications Development and review and can generate project specific special provisions (Green Book – 2021 or older). FCG also offers Peer Design review.

25) **Asset Assessment and Report -** FCG will assess the current concrete conditions (damaged, cracked, displaced, and ADA) of the entire length of proposed project and other miscellaneous areas concrete facilities (sidewalks, curbs and gutters, ramps, driveway approaches, spandrels, and cross gutters, etc.) and other areas as assigned. This assessment will include determining if the sidewalks and other facilities need replacement, grinding, temporary ramps, etc. for the consultant to generate lists of actions needed. FCG will input information that includes location, measurements, etc. on a spreadsheet. FCG will generate a google map that lists the addresses of locations identified, list of items for bidding purposes. The process and techniques used to evaluate the concrete facilities will be explained in a report.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PROGRAM

EMPHASIS ON QUALITY

We believe that quality is not static in nature, but rather the result of continuous improvement. Quality is a business decision to continually improve every process with every project for every client, every time. Our emphasis on quality with a customer focus sets us apart from our peers. Our quality is improved through the building of relationships, our core business practices, teamwork and an emphasis on continual improvement. Our individual quality control for each project's documentation is listed in the previous section; however, we have found that client satisfaction and quality control hold a crucial place at the center of our business planning.

Relationship Building

Imperative to every good relationship is communication. Our team members understand the importance of this and strive to provide thorough and timely communication. Equally as important is setting expectations up front. As described in our Scope of Work section of this proposal, we hold a pre-construction meeting to introduce the project team members to each other, to establish communication protocols and identify lines of communication. If each team member understands the expectations of the others up front, there are no unmet expectations, and the team is set up to succeed in their deliveries.

Core Business Practices

At the core of our business practices is quality assurance. We practice this with every employee and every process, project and client with whom we interact. At the close of each project, we hold meetings to review what went well, what needs improvement and what we can do differently. We interact with our clients to verify and improve upon these same elements.

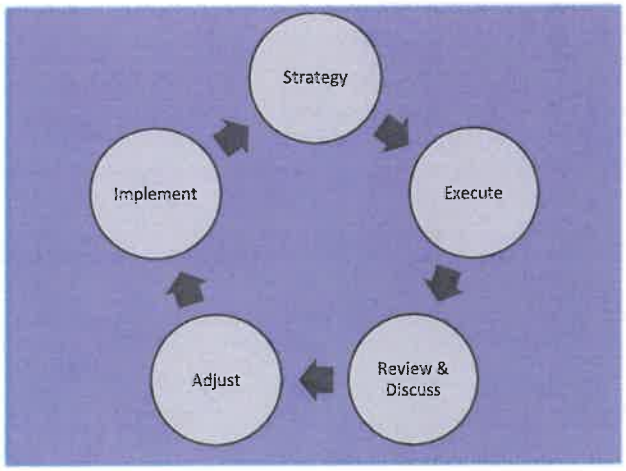
Teamwork

The FCG team has worked together on multiple projects and has come from a myriad of backgrounds, including government, public and private agencies. This, together with our unwavering dedication to our clients, gives us a depth of expertise and experience that sets us apart from our competitors.

- Set Expectations
- Choose the Right People
- Have Clear Processes
- Solicit Feedback

Continual Improvement

Our strategy to implement processes of continual improvement keeps us consistently improving upon our processes for our clients. With each strategy we carry out, we review and discuss the successes and areas of improvement needed and then adjust the strategy for a more successful outcome. We then implement the new strategy where we begin the same process. Through this review process, we continually improve and come up with new ideas of how to better meet the needs of our clients. Our job is to successfully meet and/or exceed the needs of the City of Whittier with the multiple capital improvement projects they are engaged in, while ensuring their success with their stakeholders.



INSURANCE

A sample certificate of insurance is provided below which shows FCG carries the required insurance for this project.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2023

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

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

PRODUCER	CONTACT NAME: William Germani
Germani Insurance Services 3415 S Sepulveda Blvd 1100 Los Angeles CA 90034	PHONE (A/C, No, Ext): (310) 733-2390 FAX (A/C, No): E-MAIL ADDRESS: william@germaniinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: VALLEY FORGE INSURANCE COMPANY	20508
INSURER B: OHIO SECURITY INSURANCE COMPANY	24082
INSURER C: CONTINENTAL CASUALTY COMPANY	60606
INSURER D: AMERICAN CASUALTY CO OF READING, PENNSYI	20427
INSURER E: UNDERWRITERS AT LLOYDS	32727
INSURER F:	

INSURED
FCG CONSULTANTS, INC.
22885 SAVI RANCH PKWY, Unit #G
YORBA LINDA CA 92887-4659

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			7012791991	06/22/2023	06/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAS6639 1043	06/22/2023	06/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7012792025	06/22/2023	06/22/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6021566857	06/22/2023	06/22/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	PROFESIONAL LIABILITY			FEIAEP11933	06/22/2023	06/22/2024	EACH CLAIM AGGREGATE DEDUCTIBLE	1,000,000 2,000,000 10,000

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

The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insureds as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim. 30 days notice of cancellation.

CERTIFICATE HOLDER

CITY OF ANAHEIM
200 S ANAHEIM BLVD.,
SUITE 276
ANAHEIM CA 92805

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

William Elias Germani

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

LITIGATION

FCG has a clean litigation history with no past or pending litigation. There are no planned office closures or impending mergers. FCG is not prohibited from professional practice or working with any Federal, State, local, or public agency.

OTHER INFORMATION

CG has a strong working relationship and a rich history with our subconsultant team. Our previous experience, mutual trust, and ability to mobilize quickly enable us to maintain project momentum and deliver successful projects on time. The FCG Team members have extensive experience in construction management services, having worked with various clients and agencies such as the City of Norwalk, City of Downey, City of Whittier, City of Irwindale, City of Pico Rivera, Caltrans, and many others. We understand the importance of assembling a solid team and are familiar with construction management and inspection contracts. For this project, we have three highly qualified key staff members, along with additional as-needed staff, working together as a cohesive team to ensure that the City of Ontario receives the highest quality candidates and service to successfully complete the project on time. In our proposal, we will discuss several similar projects that we have successfully delivered, highlighting their adherence to plans, specifications, and FHWA requirements.

Our team has extensive experience in a wide range of projects, including bridge widening, Caltrans right-of-way, utility relocation, traffic signals, ramp building and widening, retaining wall construction, traffic control, night work, and 55-hour closures. We have successfully completed these projects while adhering to various specifications such as Caltrans Standard Plans and Specifications, Greenbook Standard Plans and Specifications, SWPPP, Safety, Cal-OSHA, Caltrans Safety Requirements, and Caltrans Structures Safety Requirements.

Our experience also includes working in environmentally sensitive areas, near bodies of water, challenging interchanges surrounded by businesses and residences, as well as congested interchanges, freeways, and live traffic. We have successfully executed projects in Orange County, Riverside, Los Angeles counties, and other parts of the state. This exposure has given us a deep understanding of the unique requirements and challenges associated with these types of projects, which we can bring to the table for this project.

Our personnel at FCG are indeed highly qualified and experienced in their respective disciplines. Their qualifications demonstrate their involvement in multiple projects, both past and present. We are proposing a team of experienced candidates who meet the city's requirements and the RFQ and are ready and available to be deployed. FCG is committed to ensuring that the City of Ontario receives the highest quality service from the most suitable candidates, whether they are prime or subconsultants. This pursuit is a collaborative effort from our team.

CONFLICT OF INTEREST

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request of Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ.



Maha Alfakhouri, President / CEO

APPENDIX

The following pages contain the following:

Signed Non collusion Declaration

Experian Credit Score Report for FCG Consultants, Inc.

Personnel Resumes

City of Ontario

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President / CEO of FCG Consultants, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/2/2024 [date], at Yorba Linda [city], CA [state].

Name of Bidder FCG Consultants, Inc.

Signature 

Name Maha Alfakhouri

Title President / CEO

Dated 2/2/2024

FABIAN AOUN, PE
Project Manager / Construction Manager



With an extensive professional tenure spanning over 8 years, Mr. Aoun has cultivated a wealth of experience in both design and construction, notably contributing to diverse projects for local municipalities and government agencies. Serving as an Engineer within a local municipality and later transitioning to a role as a designer in the private sector, Mr. Aoun has lent his expertise to an array of public works initiatives, encompassing the rehabilitation of roadways, park enhancements, and the rejuvenation of trails.

His design proficiency spans a spectrum of disciplines, including but not limited to grading, drainage, utilities, and water quality considerations. On the construction front, Mr. Aoun's knowledge extends to grading, drainage, pavement, concrete works, removals, excavation, trenching, storm drains, water/sewer lines, sidewalk construction, curb and gutter installations, traffic elements, and ADA compliance measures.

Education
B.S. Civil Engineering, Cal Poly University, Pomona

Licensing
PE License # C89086

In assuming various responsibilities, Mr. Aoun has seamlessly undertaken roles in project management, construction management, inspection, quality control, daily reporting, quantities take-offs, schedule monitoring, plan and specification compliance, certification processes, shop drawings, change order management, submittals, and Requests for Information (RFIs), safety adherence, as-built plan preparation and review, and final punch list compilation.

RELEVANT EXPERIENCE

Firestone Blvd. Regional Corridor Capacity Enhancements Project, South Gate, CA
PM/CM: This Federally Funded Project consists of implementing roadways, median landscaping, and pedestrian improvements for the Long Beach Boulevard Green Street Project. This project includes pedestrian improvements, median improvements, landscape and irrigation improvements, and pavement rehabilitation. Duties included construction management of various work items; overseeing field interviews; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Cost: $5 Million.**

Spring Street Gap Closure Project, Signal Hill, CA
PM/CM: This Federally Funded Project consisted of enhancing safety along Spring Street from Atlantic Boulevard to Junipero Avenue. This project provides Class 2 bike lanes, countdown ped heads, ADA curb ramps, and sidewalk lights along the corridor to enhance safety for pedestrians and bicyclists. Duties included construction management of various work items; overseeing field interviews; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Cost: $3 Million.**

New Park Construction Project (Larkstone Park), Diamond Bar, CA
PM/CM: Project consisted of mass grading, installation of drainage and water treatment facilities, walkways, playground area, benches, landscape, irrigation, parking lots, and restroom structures for a new 3.8-acre park in Diamond Bar, CA. Work included a mill and overlay of access driveways and parking lots, concrete improvements (sidewalk, curb & gutter, curb ramps), electrical, lighting, landscape, irrigation, hardscape, new playground equipment, rubberized surfacing, signage, retaining walls, drainage, and shade structures. Duties included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Cost: $3 Million.**

Canyon Loop Trail Improvements, Diamond Bar, CA
PM/CM: Project consisted of widening and improvements of widening Canyon Loop trail, drainage improvements, stairs, and amenities. Work included cutting into the existing slope and installing Gabion walls, grading, cobble drainage swales, wooden stairways along the trail, benches, trash bins, and picnic shelters. Duties included managing the civil design, geotechnical review, and construction management which included reviewing submittals and Requests for Information (RFIs) and coordinating materials testing. **Cost: $1,111,123**

CASEY MORALES
Construction / Electrical / Permit Inspector



Mr. Morales has more than 50 years of construction inspection experience as a consultant and a former City of Santa Fe Springs employee. His wide construction inspection experience includes, but not limited to, inspection of traffic control, signage, striping, asphalt concrete, minor and structural concrete, ADA, roadway excavation, trenching, storm drains, sewer lines, water lines, various parks components, buildings, various private properties components, electrical and landscaping. Duties included construction inspection and Quality Control, producing daily reports and quantities calculations, producing progress photos, review and monitor schedule of work, ensure compliance with plans and specifications and certificates. He possess the ability to:

Education
Highschool Diploma.

Licensing
Various Cal-OSHA Safety Trainings.

- Review project plans, specifications, and maps.
- Read, interpret and work from engineering plans and specifications.
- Read, interpret, and apply a wide variety of technical information.
- Work effectively with contractors in enforcing contract provisions.
- Establish and maintain a cooperative working relationship with those contacted in the course of work, including contractors and the general public.
- Communicate effectively, both orally and in writing.
- Effectively handle multiple priorities, organize workload and meet strict deadlines.
- Survey techniques and practices.
- Materials and methods used in a wide variety of public works construction.
- City policies, procedures, and regulations regarding contracts for Public Works construction.
- Laws, regulations, and ordinances governing installation of PW facilities and subdivisions.
- Basic mathematics as applied in construction inspection work.
- Materials sampling, testing, and estimating procedures.
- The CAL OSHA Construction Safety Orders and traffic safety procedures in construction areas.
- Environmental and safety practices, e.g. confined space and trench safety.

RELEVANT EXPERIENCE

Park at Live Oak Off-Site Project, Phase II, City of Irwindale, CA
Construction Inspector: The project consisted of construction of a new sidewalk, median and parkway landscaping/irrigation, two new traffic signal intersections, resurfacing, striping, and water and sewer pipe installation. Duties included construction inspection and Quality Control, producing daily reports and quantities calculations, producing progress photos, review and monitor schedule of work, ensure compliance with plans and specifications.

Park at Live Oak Off-Site Project, Phase I, City of Irwindale, CA
Construction Inspector: The project consisted of construction of new sidewalk, median and parkway landscaping/irrigation, two new traffic signal intersections, resurfacing, striping, and water and sewer pipe installation. Duties included construction inspection and Quality Control, producing daily reports and quantities calculations, producing progress photos, review and monitor schedule of work, ensure compliance with plans and specifications.

On-Call Permits Inspection Projects, City of Irwindale, CA
Construction Inspector: Project consisted of permit inspections on various projects in the City of Irwindale including the following: Water Project Permit, Gasline Permit, The Senior Center Interior Remodel Improvements Project, Emergency Generators Project, Various Permit Inspection Projects, Los Angeles County of Public Works Yard Project. Duties included construction inspection and Quality Control, producing daily reports and quantities calculations, producing progress photos, review and monitor schedule of work, ensure compliance with plans and specifications.

On-Call Capital Improvements Inspection Projects, City of Irwindale, CA
Construction Inspector: Various Capital Improvements projects in the City of Irwindale. Duties included construction inspection and Quality Control, producing daily reports and quantities calculations, producing progress photos, review and monitor schedule of work, ensure compliance

ANTHONY MOUSSA
Construction / Electrical / Permit Inspector



Mr. Moussa has more than 10 years of construction inspection. His construction experience includes inspection of traffic signals, electrical systems, traffic control, signage, striping, concrete removals, roadway excavation, trenching, minor concrete, and landscaping. Duties included construction inspection and Quality Control, producing daily reports and quantities calculations, producing progress photos, review and monitor schedule of work, ensure compliance with plans and specifications and certificates, review shop drawings, review and monitor change order work, assist with reviewing submittals and RFI's, attending meetings, filing documents in project records, ensure safety, reviewing as-builts, and preparing punch list.

Education
B.S. Electrical Engineering

Licensing
Engineer in Training in progress

Relevant Experience

Traffic Signals on Rosecrans Ave. Project, City of Norwalk, CA
Construction Inspector: This Federally Funded project consisted of enhancing safety along Rosecrans Avenue from Studebaker Road to Carmenita Road. Work includes traffic signal improvements along the corridor to modernize the intersections and to improve safety and traffic flow. Duties included but not limited to monitoring and inspection of electrical work including temporary and permanent lighting, fiber optic lines, ramp metering and signalization, electrical conduits, pull boxes, conductors, concrete foundations, safety, and traffic control. ***Cost:*** $1.7 Million.

Traffic Signal Improvements on San Antonio Drive Project, City of Norwalk, CA
Construction Inspector: This Federally Funded project consisted enhancing safety along San Antonio Drive-Norwalk Blvd. between Rosecrans Ave. and Civic Center Drive, and on Civic Center Drive Between Norwalk Blvd. and Bloomfield Ave. Work includes traffic signal improvements along the corridor to modernize the intersections and to improve safety and traffic flow. Duties included but not limited to monitoring and inspection of electrical work including temporary and permanent lighting, fiber optic lines, ramp metering and signalization, electrical conduits, pull boxes, conductors, concrete foundations, safety, and traffic control. ***Cost:*** $1 Million.

I-605/Live Oak Avenue Ramp Widening & Improvements Project, City of Irwindale, CA
Construction Inspector: This Federally Funded project consisted of ramp widening and various improvements within Caltrans and City right-of-way. Work included traffic control, removals, concrete and asphalt paving, curb and gutter, ADA ramps, sidewalk, street lighting, traffic signals, Edison service connections, drainage, landscape, and striping. Duties included but not limited to monitoring and inspection of electrical work including temporary and permanent lighting, fiber optic lines, ramp metering and signalization, electrical conduits, pull boxes, conductors, concrete foundations, safety, and traffic control. ***Cost:*** $2 Million.

SR-210 and SR-110 Electrical Upgrades, Caltrans District 7, Los Angeles, CA
Construction Inspector: Projects consisted of performing electrical upgrade as part of the rehabilitation work on both projects such as but not limited to ramp metering, temporary lighting, tunnel lighting, substation, sign lighting, light poles, pull boxes, conduit, CCTV, fiber optics, up-lighting for monuments and trees, and wiring. Duties included but not limited to monitoring and inspection of electrical work including temporary and permanent lighting, fiber optic lines, ramp metering and signalization, electrical conduits, pull boxes, conductors, concrete foundations, safety, and traffic control. ***Cost:*** $55 Million.

Foster Roadside Panel Improvements Project, City of Norwalk, CA
Construction Inspector: This project consisted of installation of 12 new traffic signals, removal of old signals and the restoration of roadways and sidewalks in the City of Glendale. Work included, but was not limited to, traffic control, traffic signals, electrical, and ADA ramps. Duties included managing the construction crew, ordering materials ensuring quality control, ensuring compliance to project plans and specifications, and producing pay estimates.

MARK KORANDO
Construction Inspector / Electrical Inspector



Mr. Korando has over 29 years of Public Utility (Dry & Wet) and transportation engineering, and inspection expe rience, including construction of Public Utility infrastructure, traffic management , and communication system projects. He has worked in cities throughout Los Angeles, Orange, San Diego, Riverside, San Bernadino, San Francisco, Contra Costa, Alameda, San Mateo Counties and other agencies in southern and northern California. In addition, he has experience with Caltrans Districts 4, 7, 11 & 12 and is familiar with the State of California Standards, Specifications and the latest version of the CA-MUTCD. Duties include utility design engineering, plan checking, construction inspection, obtaining work permits. He is also experieced in MS Office, and AutoCAD.

Education
Geology, Orange College.
Coastline Community College

Licensing
Certified CADD

RELEVANT EXPERIENCE

SR-91 Toll Road: 91 Express Lanes Joint Venture, OCTA/RCTC, CA
Construction Inspection: Project consisted of installing traffic signals, Video capture and implementation, major roadway construction, public underground, and overhead facilities. Duties included but not limited to; preparation of daily logs and the inspection of installed elements of the project, including the proper staging of traffic control, work site safety and verification of manpower used on the project. **Cost:** $8.3 Million.

CIP and Permit for Various Streets improvement Project, City of Santa Monica, CA
Construction Inspection: Project consisted of traffic signals and major and minor street improvements, including curb and gutter, medians, Irrigation, sidewalk, and ADA compliant accessible ramps, public underground, and overhead facilities. Duties included but not limited to; preparation of daily logs and the inspection of installed elements of the project including the proper staging of traffic control, work site safety and verification of manpower used on the project. **Cost:** $7 Million.

Grading and Various Street Construction Project, City of Irvine, CA
Construction Inspection: Project consisted of traffic signals and major and minor street improvements, including curb and gutter, medians, Irrigation, sidewalk, and ADA compliant accessible ramps, public underground, and overhead facilities. Duties included but not limited to inspection of roadway excavation and removals, grading and structural section construction, Minor Concrete, Rubberized AC, Traffic Control, ADA Ramps, Sidewalks, Driveways, Drainage, and Safety. Work also included assisting the Resident Engineer with filing, public relations, produce daily diaries and photos, monitor contractor progress and produce pay estimates, conduct employee interviews, review Change Orders, and correspondences. **Cost:** $12 Million.

Multiple CIP Street Improvement Project, City of Downey, CA
Construction Inspection: Project consisted of several traffic signals and minor street-widening improvements, including curb and gutter, sidewalk, and ADA compliant accessible ramps, public underground, and overhead facilities. Duties included, but were not limited to, field inspection of all work activities; producing daily diaries and quantities; monitoring SWPPP and safety, taking and logging daily photo, interacting with residents and business owners; monitoring progress and relaying information to the City, and attending progress meetings. **Cost:** $9 Million.

Multiple Street Improvement Project, City of Burbank, CA
Construction Inspection: Project consisted of several traffic signals and minor street improvements, including curb and gutter, sidewalk, and ADA compliant accessible ramps, public underground, and overhead facilities. Responsible for the preparation of daily logs and the inspection of installed elements of the project including the proper staging of traffic control, work site safety, reviewed shop drawings and schedules. **Cost:** $2.5 Million.

TYLER "THAER" HADDADIN, EIT
Construction Inspector



Mr. Haddadin has over 12 years of construction and civil engineering experience on many projects for local cities and government agencies. He has worked on a variety of public works and heavy civil projects that includes highway widening and improvements, bridge widening, and reconstruction. Mr. Haddadin's construction inspection experience includes, but is not limited to, traffic control, COZEEP coordination, signage, striping, MBGR, safety, SWPPP concrete removals, ADL removals, asphalt removals, roadway excavation, trenching, storm drains, water lines, sewer lines, gas lines, driveways, sidewalk, curb and gutter, ADA compliance, LCB, JPCP, HMA, and landscape.

Education
BS Civil Engineering, Hashemite University, Jordan-2004.

Licensing
CA. EIT Certification 162106
CTM 12
Cal/OSHA / Defensive Driving Training Certified.

RELEVANT EXPERIENCE

I-405 Slab Replacement and Rehabilitation Project, Caltrans District 7, Los Angeles, CA
Construction Inspector: Project spans over 9 miles on Interstate 5 in Los Angeles County and consists of Storm water improvements that includes excavation, placement of permanent BMPs, construction of MVPs, and construction of retaining walls. Work includes inspection of traffic control, construction area signs, clearing and grubbing, grading and earthwork, drainage, Lean Concrete Base, Continuously Reinforced Concrete Pavement, HMA pavement, ditch removal and paving, HMA Dike, Midwest Guardrail System, retaining walls, sand filters, Austin Vault, landscaping, SWPPP, and safety. Duties also include coordinating with all field staff, producing daily dairies and quantities, assist the RE with office work, prepare monthly pay estimate, and verification in the field per Caltrans and Green Book Standards. **Duration:** 03/2019 – 01/2020. **Cost:** $14 Million.

SR-14 Santa Clarita Stormwater Drainage Upgrade in Los Angeles County Caltrans District 7, CA:
Construction Inspector: The Project scope to replace existing drainage (CMP) with new RCP to handle the excess water from the surround areas and upgrade the capacity of the drainage system for a longer life span. It consists of existing CMP replacement and installing new RCP and CMP, shoulder roadway excavation with DGCS and imported Borrow, LCB, HMA paving, traffic control, construction area signs, SWPPP, and safety. Duties included inspection of construction work, coordinating with all field staff, producing daily dairies and quantities, assisting the RE with office work, prepare monthly pay estimate and verification in the field per Caltrans and Green Book Standards. **Duration:** 02/2021 - Ongoing. **Cost:** $5 Million.

I-10 Rehabilitation Project in Los Angeles County from I-5 Interchange to PCH, Caltrans District 7, Los Angeles County, CA
Construction Inspector: Project consists of concrete slab replacement, approach slab replacement, shoulder HMA paving, MGS System, ADA ramps reconstruction, traffic control, construction area signs, SWPPP, and safety. Duties included inspection of construction work, coordinating with all field staff, producing daily dairies and quantities, assisting the RE with office work, prepare monthly pay estimate and verification in the field per Caltrans and Green Book Standards. **Duration:** 01/2020 – 02/2021. **Cost:** $65 Million.

I-5 Storm Water Project in Northern Los Angeles County, Caltrans District 7, Los Angeles County, CA
Construction Inspector: Project spans over 9 miles on Interstate 5 in Los Angeles County and consists of Storm water improvements that includes excavation, placement of permanent BMPs, construction of MVPs, and construction of retaining walls. Work includes inspection of traffic control, construction area signs, clearing and grubbing, grading and earthwork, drainage, Lean Concrete Base, Continuously Reinforced Concrete Pavement, HMA pavement, ditch removal and paving, HMA Dike, Midwest Guardrail System, retaining walls, sand filters, Austin Vault, landscaping, SWPPP, and safety. Duties also include coordinating with all field staff, producing daily dairies and quantities, assisting the RE with office work, preparing monthly pay estimate, and verification in the field per Caltrans and Green Book Standards. **Duration:** 03/2019 – 01/2020. **Cost:** $14 Million.

I-5 Striping Project in Los Angeles County from Orange County to Kern County; Caltrans District 7, Los Angeles County, CA
Construction Inspector: Project consists of replacing pavement delineation on Interstate 5 that spans over 85 miles that include replacing the 4" delineation to meet the new specifications of striping with the revised details which replacing the 4" striping to 6" and 8" with multiple striping methods including Thermoplastic Traffic Stripe with black contrast, Methyl Methacrylate Pavement Stripe (MMA) (Recessed), Traffic Stripe Tape with black contrast, and replacing all retroreflective markers, traffic control, construction area signs and safety. Duties included inspection of construction work, coordinating with all field staff, producing daily dairies and quantities, assisting the RE with office work, prepare monthly pay estimate and verification in the field per Caltrans and Green Book Standards. **Duration:** 11/2018 – 03/2019. **Cost:** $9 Million.

MOJI SHAHKARAMI
Construction / Electrical / Permit Inspector



Mr. Shahkarami has over 17 years of Construction Inspection experience in public works construction. He has worked on a large variety of public works project including but not limited to highways, freeways, roadways, structures and other transportation construction projects. His experience includes but not limited to inspection of grading, milling, HMA, ARHM, JPCP, LCS, LCB, and striping. He also has extensive experience with structural concrete, minor concrete, paving, traffic control, MBGR, drainage, water and sewer lines, electrical, landscape, safety, labor compliance, and SWPPP. Mr. Shahkarami has extensive knowledge in the Green Book, Caltrans Standard Plans and Specifications, Caltrans Construction Manual, OSHA Safety Manual, MUTCD, WATCH Manual, and other standards.

Education
BS Industrial Technology (2 Years+), San Jose State University, CA- 1982

RELEVANT EXPERIENCE

Various Streets Rehabilitation and Improvements Project, Burbank, CA
Construction Inspector: Project consists of constructing new drainage systems, Gabions, slope grading, rock blankets, fiber rolls, installing chain link fence and gates at various locations on LA 14, 210 and 5. Duties included inspection of construction work, coordinating with all field staff, producing daily dairies and quantities, assisting the RE with office work and coordination in the field per Caltrans Standards. ***Duration:*** 11/2018 - 03/2019. ***Cost:*** $Various.

Route 154 Roadway Rehabilitation Project, Caltrans District 5, Solvang, CA
Construction Inspector: Project consisted of placing 10 miles of pavement rehabilitation and roadway improvements. Work included but not limited to ARHM pavement, sidewalk, driveways, ADA ramps, landscape, striping, safety, and SWPPP. Duties included but not limited to construction inspection of daily work, produce daily diaries, prepare pay estimate quantities, take daily photos, PR and Outreach, and file project documents. ***Duration:*** 04/2018 – 10/2018. ***Cost:*** $4 Million.

SR-101 Widening Project at Universal Studio NBC, Caltrans D7, Los Angeles, CA
Construction Inspector: Project consisted of construction of a new southbound 101 Freeway onramp to be built on Universal Studios Boulevard, allowing departing park guests to get directly onto the freeway, bypassing the neighborhood. Work included but not limited to ARHM pavement, JPCP pavement, sidewalk, driveways, ADA ramps, landscape, striping, safety, and SWPPP. Duties included but not limited to construction inspection of daily work, produce daily diaries, prepare pay estimate quantities, take daily photos, and file project documents. ***Duration:*** 05/2017 – 02/2018. ***Cost:*** $11 Million.

I-5 HOV lane and Bridge Expansion, Caltrans D7, Burbank, CA
Construction Inspector: Project consisted of construction on State Highway in Los Angeles County from 101/134/170 separation to 0.8 Mile north of Kanan Road overcrossing; grading, roadway excavation and backfill, AC removal and pavement, LCB, PCC, Rapid Set Concrete, MBGR, drainage, electrical, traffic control, structural concrete, curb and gutter, sidewalk, driveways, striping, SWPPP, and Safety. Duties included inspection of construction work, coordinating with all field staff, producing daily dairies and quantities, assist the RE with office work and coordination in the field per Caltrans Standards. ***Duration:*** 09/2016 – 04/2017. ***Cost:*** $100 Million.

I-405 HOV / Bridge Widening Project, Caltrans D7, Santa Monica, CA
Construction Inspector: Project consisted of expanding the I-405 between I-90 and I-10 to add HOV lanes in both directions. Work included but not limited to HMA pavement, superstructure, sidewalk, ADA ramps, striping, safety, and SWPPP. Duties included but not limited to construction inspection of daily work, produce daily diaries, prepare pay estimate quantities, take daily photos, PR and Outreach, and file project documents. ***Duration*** *03/2016 – 08/2016.* ***Cost:*** $150 Million.

GARY FOSTER
Construction / Electrical / Permit Inspector



Mr. Foster has 18 years of extensive experience in structural, civil, and construction inspection of a variety of public infrastructure projects. Through his working experience, he has developed a working knowledge of the Caltrans project delivery process and Greenbook Standards, Caltrans Special Provision and Standard Plans, Caltrans traffic control, and Stormwater Pollution Prevention Plan (SWPPP). He has also worked on a large variety of public works project including but not limited to: street improvements including widening and reconstruction, HMA and concrete pavement, drainage, utilities, and water/wastewater improvements. He has extensive experience with Minor Concrete, Rubberized AC Paving, Traffic Control, ADA Ramps, Sidewalk Replacement, Driveway Construction, Drainage, Water and Sewer Lines, Electrical, Landscape, and Safety. He has also inspected 40,000 tons of asphalt paving in Caltrans right of way using Caltrans testing methods and procedures of structural concrete and asphalt.

Education
AS in CAD / CADD Drafting Technology / Technician
Licensing
ACI Concrete Field Technician Grade 1 / Certification # 0093574
USACE / NAVAFAC CQM-C Training / Certification # 784-KA-CQM-21-0867
C2 CAL Confined Space for Construction
T-Lock Certification
APNGA Portable Nuclear Gauge Safety & U.S.D.O.T. Hazmat Certification
OSHA 10-Hour Construction
OSHA HAZWoper 2021 (8-Hour)
Defensive Driving Awareness for Construction

RELEVANT EXPERIENCE

Norwalk Sidewalk Improvements and Alley Way Reconstruction Project, City of Norwalk, CA
Construction Inspector: responsible for on-site inspection in the geographic zone bounded by Excelsior Drive to the north, Pioneer Boulevard to the east, Gridley Road to the west and Alondra Boulevard to the south. Duties included construction inspection, preparing daily diaries with photos, monitoring contractor progress, preparing pay estimate quantities, performing safety inspections and SWPPP inspections, conducting employee interviews, and filing project documents. **Cost** $1.2 Million.

Arroyo Seco Pedestrian and Bicycle Pathway Project, City of South Pasadena, CA
Construction Inspector: The bike and pedestrian path consisted of both concrete and asphalt flatwork and paving and the removal of unsuitable material for off-site haul-off. He provided a review of PCO and CCO for approval by the City Engineer. Public works inspector at the Arroyos Seco Golf Course for construction of 3,200 linear feet of bike and pedestrian path. Duties included construction inspection, preparing daily diaries with photos, monitoring contractor progress, preparing pay estimate quantities, performing safety inspections and SWPPP inspections, conducting employee interviews, and filing project documents. **Cost:** $1 Million.

City of Santa Monica, CBI (Clean Beach Initiative) Santa Monica, CA
Construction Inspector: Serve as the onsite inspector for the construction of 1.7-million-gallon revisor water tank, construction of 2 RCP lines. Responsibility included, quantifying the removal of all concrete, and to quantify all concrete placed. Final approval on all concrete finishes. Track all tasks and man hours, write daily reports, review application for payment, review PCO and CCO for approval by the City Engineer. Duties included construction inspection, preparing daily diaries with photos, monitoring contractor progress, preparing pay estimate quantities, performing safety inspections and SWPPP inspections, conducting employee interviews, and filing project documents. **Cost:** $2 Million.

Sidewalk Improvements Phase 1 &2 City of Southgate, CA.
Construction Inspector: Public works inspector for on-site inspection at various locations throughout the City of Southgate. He was responsible for overseeing the removal and replacement of damaged sidewalks and public driveways. He provided final approval on all concrete finishes and review of PCO and CCO for approval by City Engineer. Duties included construction inspection, preparing daily diaries with photos, monitoring contractor progress, preparing pay estimate quantities, performing safety inspections and SWPPP inspections, conducting employee interviews, and filing project documents. **Cost:** $1.85 Million.

BILL FERNANDEZ
Construction / Electrical / Permit Inspector



Mr. Fernandez has more than 25 years of Field Inspection experience in public works construction. His project experience includes performing as Assistant Construction Manager, Assistant Resident Engineer, and Construction Inspector. He has also worked on a large variety of public works project including but not limited to: street improvements including widening and reconstruction, HMA and concrete pavement, drainage, utilities, and water/wastewater improvements. He has extensive experience with Minor Concrete, Rubberized AC Paving, Traffic Control, ADA Ramps, Sidewalk Replacement, Driveway Construction, D rainage, Water and Sewer Lines, Electrical, Landscape, and Safety. Duties include but not limited to construction inspection and Quality Control, daily reports, compliance enforcement of plans and specifications, review change orders, review submittals and RFI's, safety compliance, preparing as-built plans, preparing punch list, and project closeout.

Education
High School Diploma.

Licensing
ACI Certified / HAZMAT / Radiation Safety Officer.
Caltrans HC-1 for Test Methods for 201, 202, 216, 217, 231.
Nuclear Gauge Cert. Trench Shoring Cert. 40-hour.

RELEVANT EXPERIENCE

Gridley Road and Florence Avenue Rehabilitation Projects City of Santa Fe Springs, CA
Construction Inspector: Project consists of widening rehabilitation of Gridley Road and Florence Avenue. Duties included but are not limited to inspection of Minor Concrete, Rubberized AC, Traffic Control, ADA Ramps, Sidewalks, Driveway Construction, Drainage, Landscape, and Safety. Work also included assisting the Resident Engineer with filing, public relations, produce daily diaries and photos, monitor contractor progress and produce pay estimates, conduct employee interviews, review Change Orders, and correspondences. ***Cost:*** 4 Million.

Annual Paving and Concrete Repairs Project City of Santa Monica, CA
Construction Inspector: Project consists of RHMA pavement rehabilitation and replacement of damaged concrete facilities at various locations throughout the City. Duties included but not limited to inspection of roadway excavation and removals, grading and structural section construction, Minor Concrete, Rubberized AC, Traffic Control, ADA Ramps, Sidewalks, Driveway Construction, Drainage, Landscape, and Safety. Work also included assisting the Resident Engineer with filing, public relations, produce daily diaries and photos, monitor contractor progress and produce pay estimates, conduct employee interviews, review Change Orders, and correspondences. ***Cost:*** $5 Million.

Alicia Parkway Street Widening Project City of Laguna Hills, CA
Construction Inspector / Special Permits: Project consists of widening rehabilitation of Alicia Parkway. Duties included but not limited to inspection of roadway excavation and removals, grading and structural section construction, Minor Concrete, Rubberized AC, Traffic Control, ADA Ramps, Sidewalks, Driveways, Drainage, and Safety. Work also included assisting the Resident Engineer with filing, public relations, produce daily diaries and photos, monitor contractor progress and produce pay estimates, conduct employee interviews, review Change Orders, and correspondences. ***Cost:*** $3 Million.

TONY ALFAKHOURI

Construction Inspector



Mr. Alfakhouri has over 16 years of experience in construction on a number of projects for local cities and government agencies. He has worked on a variety of public works/Caltrans projects including but not limited to: Highway Widening and Improvements, Bridge Widening and Reconstruction. Construction experience includes removals, excavation, trenching, storm drains, water/sewer lines, sidewalk, curb and gutter, ADA Compliance, LCB, JPCP, HMA, RHMA, slurry seal, landscaping and irrigation. Mr. Alfakhouri's responsibilities included construction inspection and Quality Control, Daily Reports and quantities take-offs, review and monitor schedule of work, compliance with plans and specifications and certificates, shop drawings, change orders, submittals and RFI's, safety compliance, preparing and reviewing as-built plans, and preparing final punch list. Mr. Alfakhouri is certified for sampling of HMA and AC Pavement and CTM 125.

Education

BS Criminal Justice, CSULB, CA-2000.
Santa Ana College, Various Engineering Classes-2020.

Licensing

CTM 125; Defensive Driving and Cal/OSHA – 10 Hour Safety Certified

Relevant Experience

Telegraph Road Traffic Throughput & Safety Enhancement Project, City of Downey, CA

Construction Inspector: This Federally Funded Project consisted of construction of raised median islands with landscaping and irrigation, reconstruction of the existing asphalt pavement, traffic signal modifications and signage and striping. Duties included construction inspection, preparing daily diaries with photos, monitoring contractor progress, preparing pay estimate quantities, performing safety inspections and SWPPP inspections, conducting employee interviews, and filing project documents. **Duration:** 07/2021 - Ongoing. **Cost:** $5.8 Million.

SR-210 Widening and Rehabilitation Project, Caltrans District 7, Sylmar, CA

Construction Inspector: Project consisted of six-lane roadway underpass and double-track railway bridge to completely grade separate Nogales Street with the railroad between San Jose Avenue and Gale Avenue/Walnut Drive North. Gale Avenue and Walnut Drive North near Nogales Street were widened to two lanes in each direction to ease a traffic chokepoint. Duties included field inspection of contractor activities, produce daily diaries and quantities, and assist office staff with filing. **Duration:** 07/2020 – 06/2021. **Cost:** $120 Million.

Countywide Asphalt Concrete Overlay "A", County of San Diego, Escondido, CA

Construction Inspector: Project consisted of asphalt concrete overlay in the city of Escondido, CA. Work included, but not limited to, traffic control, minor concrete, earthwork and grading, asphalt paving, striping, and SWPPP. Duties included inspection of construction work, coordinating with all field staff, producing daily dairies and quantities, assisting the RE with office work and coordination in the field per Caltrans Standards. **Duration:** 09/2019 – 04/2020 Year. **Cost:** $9 Million.

I-5 North Widening and Pavement Rehabilitation Project, Caltrans District 7, Valencia CA

Construction Inspector: Project consisted of widening and improvements on SR-247 and local streets in Yucca Valley, CA. Work included, but not limited to, traffic control, minor concrete, earthwork and grading, asphalt paving, striping, and SWPPP Duties included inspection of construction work, coordinating with all field staff, producing daily dairies and quantities, assist the RE with office work and coordination in the field per Caltrans Standards. **Duration:** 04/2016 – 10/2017. **Cost:** $36 Million.

I-5/Carmenita Interchange Reconstruction Project, Caltrans District 7, Los Angeles, CA

Construction Inspector: Project consisted of widening and improvements on I-5 and local streets in Valencia, CA. Work included, but not limited to, traffic control, minor concrete, earthwork and grading, asphalt paving, drainage, major structures, retaining walls, bridge demo, electrical, traffic signals, striping, and SWPPP Duties included inspection of construction work, coordinating with all field staff, producing daily dairies and quantities, assist the RE with office work and coordination in the field per Caltrans Standards. **Duration:** 01/2014 – 12/2015. **Cost:** $130 Million

DAVID P. ALCALA
Construction Inspector



Mr. Alcala has over **31 years** of inspection experience, including construction of traffic signals, and ITS communication/fiber systems projects. He has worked for cities throughout Los Angeles, Orange, San Bernardino and Riverside Counties and other agencies in southern California. In addition, he has significant experience with Caltrans Districts 7, 8 & 12 and very familiar with the State of California Standards, Specifications and the latest version of the CA-MUTCD. Duties include construction inspection, obtaining work permits, and interviewing. He is also proficient in MS Office, CAD, AutoCAD, and Microstation.

Education
Westech College, ACCSCT-1994.

Licensing
Traffic Signal Operation Specialist – TSOS.
Traffic Signal Inspection – TSI.
Certified Public Infrastructure Inspector – CPII.

RELEVANT EXPERIENCE

Downtown Riverside Fiber Optic Project for Various Facilities; County of Riverside
Construction Inspection: Project consisted of installation of the F/O conduit, vaults, manholes, pull boxes and cable for Riverside County Information Technology. This project connected several county buildings including the DA's office, courthouse, and jail. Responsible for the preparation of daily logs and the inspection of installed elements of the project including the proper staging of traffic control, work site safety, water/storm water drains, and verification of manpower used on the project. Mr. Alcala has also worked on the construction and modification of numerous intersections within the City of Riverside in coordination with this project. **Cost:** $2 Million.

Metrolink Crossings at San Fernando Road/Broadway-Brazil Street and Chevy Chase Drive; City of Glendale, CA
Construction Inspector: Project consisted of traffic signal/interconnect system and street improvement project. In addition to the signal construction, the project consisted of the installation of AC pavement, curb and gutter, catch basins, and drop inlets as well as the construction of an 18" storm drain along San Fernando Road. Broadway-Brazil Street was widened at the Metrolink grade crossing with AC on the approaches and transitioned to PCC adjacent the railroad track. On San Fernando Road, a new southbound 14' wide right-turn pocket was installed. **Cost:** $7.5 Million.

Multiple CIP Street Improvement Project; City of Downey
Construction Inspection: This project constructed several traffic signals and minor street-widening improvements, including curb and gutter, sidewalk, and ADA compliant accessible ramps. Street widening included the installation of cross gutter and spandrel, water/stormwater drains. Duties included coordinating the overall work effort of the contractor to ensure the schedule was maintained, scheduling employee interviews, answering RFI's and approving minor changes in the field. Collaboration with the design engineers, the city PM, and construction foreman was necessary to keep delays to a minimum. **Cost:** $1.5 Million.

JASMINE FAKHOURI
Office Engineer / Labor Compliance



Ms. Fakhouri has more than 5 years of experience as an Office Engineer on public works projects for public works agencies and construction contractors. Her responsibilities include, but are not limited to, reviewing certified payroll, employee interviews, maintaining accurate and complete project records and files; maintaining contract records; assisting the Project Manager with change orders, submittals, and RFIs; assisting in preparing quantity calculations and cost estimates; coordinating with various agencies; reviewing and preparing correspondence; preparing and updating spreadsheets; converting working files to PDF; and preparing various reports. Ms. Fakhouri has extensive experience working on federally funded projects that utilize FHWA and Local Assistance Procedures Manual requirements for documentation and filing, verifying certified payroll of contractors, and producing documentation and reports accordingly.

Education
BS Civil Engineering, CSUF
MS Civil / Environmental Engineering, UCLA-2022

Licensing
EIT In Progress.

RELEVANT EXPERIENCE

Princeton Avenue Improvements Project, City of Moorpark, CA
Office Engineer/Labor Compliance: This Federally Funded project consisted of widening and rehabilitation of Princeton Avenue in the City of Moorpark. Duties included, but were not limited to, preparing, and maintaining project files; performing document control; creating and updating correspondence logs; preparing and updating submittal logs, RFI logs, CCO logs, and materials testing report logs; preparing progress reports; assisting the Resident Engineer with reviewing CCO and pay estimate requests; collecting inspector reports and quantities; and verifying the contractor's certified payroll. Cost: $ 14 Million. 08/2022 – 04/2024

Telegraph Road Traffic Safety Enhancements Project, City of Downey, CA
Office Engineer/Labor Compliance: This Federally Funded project consisted of various improvements on Telegraph Road. Duties included, but were not limited to, preparing, and maintaining project files; performing document control; creating and updating correspondence logs; preparing and updating submittal logs, RFI logs, CCO logs, and materials testing report logs; preparing progress reports; assisting the Resident Engineer with reviewing CCO and pay estimate requests; collecting inspector reports and quantities; and verifying the contractor's certified payroll. Cost: $ 7 Million. 05/2021 – 02/2022.

Imperial Highway Traffic Signal Upgrades and Safety Enhancement Project, City of Downey, CA
Office Engineer/Labor Compliance: This Federally Funded Project consists of construction of a fiber optic traffic signal communication system on Stewart & Gray Road. Duties included, but were not limited to, verifying the contractor's certified payroll, preparing, and maintaining project files; performing document control; creating and updating correspondence logs; preparing and updating submittal logs; maintaining logs; preparing progress reports; assisting the Resident Engineer with reviewing CCO and pay estimate requests; and collecting inspector reports and quantities. Project Cost: $2.3M | Performance Period: 08/2020 – 11/2021

Stewart & Gray Road Fiber-Optic Traffic Signal Project, City of Downey, CA
Office Engineer/Labor Compliance: This Federally Funded Project consists of construction of a fiber optic traffic signal communication system on Stewart & Gray Road; Duties included, but were not limited to, verifying the contractor's certified payroll, preparing and maintaining project files; performing document control; creating and updating correspondence logs; preparing and updating submittal logs; maintaining logs; preparing progress reports; assisting the Resident Engineer with reviewing CCO and pay estimate requests; and collecting inspector reports and quantities. Project Cost: $2.5M | Performance Period: 08/2020 – 08/2021.

MAJED MOUSSA

Office Engineer / Labor Compliance



Mr. Moussa has more than 5 years of experience as an Office Engineer on public works projects for public works agencies and construction contractors. His responsibilities include, but are not limited to, reviewing certified payroll, employee interviews, maintaining accurate and complete project records and files; maintaining contract records; assisting the Project Manager with change orders, submittals, and RFIs; assisting in preparing quantity calculations and cost estimates; coordinating with various agencies; reviewing and preparing correspondence; preparing and updating spreadsheets; converting working files to PDF; and preparing various reports. Mr. Moussa has experience working on federally funded projects that utilize FHWA and Local Assistance Procedures Manual requirements for documentation and filing, verifying certified payroll of contractors, and producing documentation and reports accordingly.

Education
B.S. Civil Engineering-2019.
Licensing
Engineer in Training in progress.

RELEVANT EXPERIENCE

Traffic Signal Improvements on Rosecrans Avenue Project – City of Norwalk, CA
Office Engineer/Labor Compliance: This Federally Funded project consisted of enhancing safety along Rosecrans Avenue from Studebaker Road to Carmenita Road. Duties included, but were not limited to, verifying the contractor's certified payroll, preparing and maintaining project files; performing document control; creating and updating correspondence logs; preparing and updating submittal logs; maintaining logs; preparing progress reports; assisting the Resident Engineer with reviewing CCO and pay estimate requests; and collecting inspector reports and quantities. **Cost:** $1.7 Million.

Traffic Signal Improvements on San Antonio Drive Project, City of Norwalk, CA
Office Engineer/Labor Compliance: This Federally-Funded project consisted enhancing safety along San Antonio Drive-Norwalk Blvd. between Rosecrans Ave. and Civic Center Drive, and on Civic Center Drive Between Norwalk Blvd. and Bloomfield Ave; Duties included, but were not limited to, verifying the contractor's certified payroll, preparing and maintaining project files; performing document control; creating and updating correspondence logs; preparing and updating submittal logs; maintaining logs; preparing progress reports; assisting the Resident Engineer with reviewing CCO and pay estimate requests; and collecting inspector reports and quantities. **Cost:** $1 Million.

Irwindale Park Improvements Project, Phase III, City of Irwindale, CA
Office Engineer/Labor Compliance: This project consists of demolition of existing concrete walks, planters, existing tennis courts, and retaining walls. Work also included electrical, architectural / structural, Irrigation, landscape, and permit work. Duties included, but were not limited to, verifying the contractor's certified payroll, conducting employee interviews, preparing and maintaining project files; performing document control; creating and updating correspondence logs; preparing and updating submittal logs; maintaining submittals logs, RFI logs, Contractor Change Order logs, and testing logs; preparing progress reports; assisting the Resident Engineer with reviewing CCO and pay estimate requests; and collecting inspector reports and quantities. **Cost:** $8 Million.

I-605/Live Oak Ramp Widening & Rehabilitation Project, Caltrans District 7 & City of Irwindale, CA
Office Engineer/Labor Compliance: his Federally Funded project consisted of major roads grind and overlay asphalt paving, curb ramps, materials testing, surveying and electrical. Duties included, but were not limited to, verifying the contractor's certified payroll, preparing and maintaining project files; performing document control; creating and updating correspondence logs; preparing and updating submittal logs, RFI logs, CCO logs, and materials testing report logs; preparing progress reports; assisting the Resident Engineer with reviewing CCO and pay estimate requests; and collecting inspector reports and quantities. **Cost:** $1.8 Million

Matthew McMenamin, PE, QSP, QSD
Construction Manager

Matthew (Matt) McMenamin has over 37 years of experience in civil, transportation construction, and design projects for rail (light, heavy, and commuter) roadways, bridges, facilities, structures, and other civil projects. Matt has been responsible for all aspects of construction and project management, including departmental, project and construction management, procurement, design development, constructability reviews, construction quality oversight, and project and change controls. Matt has also pursued won and worked domestically and internationally on large-scale projects. As Project Manager, Matt oversees the Hill team, verifying our resources are assigned as-needed to support safe and timely project delivery. He is responsible for monitoring project budget and schedule, reviewing contractor plans, enforcing the contract documents, and representing the client as needed at meetings and presentations. In addition, Matt coordinates with team subconsultants to confirm specialty resources are available to meet the project's requirements. He is also a key component of our team's work coordinating with pertinent Authorities Having Jurisdiction (AHJs), to make certain the project proceeds smoothly. His industry software program skills include Unifier/CM13, PMWeb, InEight, Procure, and Munis.

Education and Licensing

HILL International

Education
Master of Science, Engineering Management, New Jersey Institute of Technology, Newark, New Jersey, 2016

Bachelor of Science, Civil Engineering, Drexel University, 1988

Licensing
Professional Engineer, New Jersey

Relevant Exp

***OCTA/City of Irvine, Sand Canyon Grade Separation Project, Irvine, CA,* Project Manager/Resident Engineer**

***OCTA/City of Orange, Metrolink Parking Structure in Orange, CA,* Project Manager / Resident Engineer**

***OCTA, I-5 South County Improvements (Segment 3), Pacific Coast Highway to San Juan Creek Road, Orange County, CA,* Construction Project Manager**

***LA County Metropolitan Transportation Authority (LACMTA), I-5 North County Enhancements Project, Santa Clarita and Los Angeles, CA,* Senior Construction Engineer**

***City of Fullerton, State College Boulevard Grade Separation, Fullerton, CA,* Project Manager**

Bridget Day, PE
Construction Manager

Bridget Day has more than 30 years of experience in transportation engineering and civil engineering. Her areas of expertise include project and program management, construction management, delay and claims analysis; construction inspection; contract administration; and estimating. As a Senior Project Manager, Bridget has contributed to notable projects for the City of Philadelphia, Department of Commerce, Division of Aviation (DOA), California Department of Transportation (Caltrans), Los Angeles County Metropolitan Transportation Authority (LACMTA), and the Pennsylvania Department of Transportation (PennDOT).

Education and Licensing

HILL International

Education
Bachelor of Science, Civil Engineering, California State University, Long Beach, 1990

Licensing
OSHA 30-Hour Construction Safety Training
Qualified SWPPP Practitioner (QSP)
Qualified SWPPP Developer (QSD)
Professional Engineer, Washington
Professional Civil Engineer, California

Relevant Exp

***California Department of Transportation (Caltrans), I-680/Highway 24 Interchange Reconstruction, Walnut Creek, CA,* Office Engineer**

***California Department of Transportation (Caltrans), Benicia-Martinez Bridge Toll Plaza and Operations Building, Martinez, CA,* Office Engineer**

***California Department of Transportation (Caltrans), Tri-Bridge Maintenance Facility, Benicia, CA.* Office Engineer**

***California Department of Transportation (Caltrans), Highway 4 Landscape, Pittsburg, CA,* Oversight Engineer**

Michael (Mike) Wycoff, Associate DBIA
Construction Manager

Michael (Mike) Wykoff has significant experience in project management and project controls with a solid track record of advancing proficiency and responsibility in all sizes and aspects of construction projects. Mike has the ability to simultaneously coordinate multiple tasks with subcontractors and personnel, maintaining peak efficiency relative to project analysis and estimates. He specializes in long-term relationship building and problem resolution. Mike excels at planning and scheduling large-scale, complex, multi-phased projects including hospitals, laboratories, corporate headquarters, public works projects, K-12 buildings, university buildings, and demolition. He is also well-versed in Los Angeles Unified School District (LAUSD) and Division of the State Architect (DSA) requirements. His software skills include Procure, MS Project, Navisworks, Primavera P6, Expedition, Prolog, and Microsoft Suite.

Relevant Exp

Job Tule River Tribe Gaming Authority, Eagle Mountain Casino Relocation Phase 1, Porterville, CA, **Project Manager**

Glendale Community College District, Athletics and Kinesiology Building, San Diego, CA, **Senior Project Manager**

Newport Mesa Unified School District, Various Projects, Costa Mesa, CA, **Senior Construction Manager**

Orange High School, Science Center, Orange, CA, **Senior Construction Manager**

Construction Services Firm, Various Projects, Irvine, CA, **Planning/Scheduling Consultant**

Education and Licensing

HILL International

Education
Degree, School Coursework, Oakland Community College, 1981

Coursework, Civil Engineering, Michigan Technological University, 1981

Licensing
Design-Build Institute of America, Associate DIBA
2005 OSHA 30-Hour Construction Safety Training

Justin Carr
Construction Inspector

Justin Carr has more than 26 years of engineering and inspection experience. He has worked on a variety of large-scale projects including public works, bridges and road work, multi-story structures and subterranean parking garages, refineries and water treatment plants, and adaptive reuse of existing buildings. His expertise includes management of inspection budget, delegating workloads, coordinating material testing, and performing field inspections. Justin brings knowledge regarding industry design standards and model building codes governing all phases of construction. He helps to identify potential issues and resolve code violations to prevent undue schedule delay, reads and understands drawings and specifications, and assists with report writing. Justin's software skills include Unifier, 3k Manager, Egnyte, Microsoft Word, and Microsoft Excel. He is fluent in English and Spanish.

Relevant Exp

Orange County Public Works (OCPW), Fairview Channel Rehabilitation, Orange County, CA, **Project Inspector**

Orange County Public Works (OCPW), Midway City ADA Upgrade, Midway City, CA, **Project Inspector**

Orange County Public Works (OCPW), Asphalt Overlay, Antonio Parkway South, Orange County, CA, **Project Inspector**

U.S. General Services Administration, Otay Mesa Land Port of Entry Modernization and Expansion, San Diego, CA, **Inspector**

Southern California Regional Rail Authority (SCRRA), Moreno Valley/March Field Station Improvements, Riverside County, CA, **Inspector**

Education and Licensing

HILL International

Education
Coursework, Journeyman Carpenter, Southern California Carpenter Journeyman Apprentice Program, 2001

Coursework, Certified Welding Inspector Program, Don Bosco Technical Institute, Rosemead, CA, 2006

Coursework, Special Inspection, Larson's Inspection Training Program, Norco, 2005

Eric Hill
Construction Inspector

Eric Hill has more than 28 years of experience as an electrician and electrical inspector for multi-million- and billion-dollar projects, including airports, courthouses, and educational facilities. Eric's duties have included installing lighting control and HVAC systems, reviewing change orders and plans, and inspecting and testing new electrical installations. He has supervised teams of electrical engineers, QA/QC specialists, and electricians, and his leadership skills led him to provide project management services for a major housing project. In addition, Eric has knowledge of and has enforced the National Electrical Code (NEC), California Electrical Code (CEC), National Fire Protection Association's National Fire Alarm and Signaling Code (NFPA 72), and Port of Long Beach and Los Angeles World Airports specifications.

Relevant Exp

Tule River Tribe Gaming Authority, Eagle Mountain Casino, Porterville, CA, **Inspector of Record**

Port of Oakland, On-Call Construction Management Support, Landside Security Upgrade, Oakland, CA, **QA Electrical Inspector**

John Wayne Airport, Program Management Services, Santa Ana, CA, **Senior Electrical Inspector**

Port of Long Beach, On-Call Construction Management Services, Long Beach, CA, **Senior Electrical Inspector**

Los Angeles World Airports, Various Projects, Los Angeles, CA, Electrical Inspector

Metropolitan Transportation Authority (MTA), MTA Power Upgrade, Los Angeles, CA, **Electrical Inspector**

Education and Licensing

HILL International

Education
Technical Diploma, Electrical Construction and Maintenance, National Institute of Technology Program, California, 2000
Technical Diploma, Electrical Construction and Maintenance, IBEW Apprenticeship, Santa Ana, California, 2000

Licensing
ICC Commercial Electrical Inspector

Alfredo (Al) Salinas
Construction Inspector

Al Salinas has more than 40 years of professional experience working on a variety of road and highway projects. His expertise includes inspection, project management, and engineering. He brings experience and knowledge of state policies, regulations, and guidelines; supervises teams; collaborates with multiple agency stakeholders and develops compliant workaround/solutions to a variety of logistical and permitting challenges; and assists with reading civil, structural, and architectural plans. Al is also fluent in English and Spanish.

Relevant Exp

Los Angeles Metropolitan Transportation Authority (LACMTA), I-5 North County Enhancements Project, Santa Clarita and Los Angeles, CA), **Inspector**

The Best Demolition and Recycling Co., Inc., Various Projects, Granada Hills, CA, **Project Manager/Estimator**

Education and Licensing

HILL International

Education
n/a

Ryan Kash, PhD, PE, SE, CWI, PCI III
Construction Manager/Structure Representative

Ryan is a construction and materials expert with extensive Caltrans and local agency experience in QA and IQA capacities. He has hands-on knowledge in various aspects of bridges and buildings including project management, structure construction engineering and inspection, materials engineering and source inspection/testing, structural design, field testing, retrofit, repair, evaluation, and bridge resident engineering. He has performed independent design review for various temporary works systems. Ryan has experience on major bridges in California, numerous pedestrian bridges, and has operated in multi-agency environments as well as design-build projects. He has received numerous awards for his work including Outstanding Engineering Merit Award, Orange County Engineering Council, California, and Edmund Friedman Young Engineer of the Year Award, American Society of Civil Engineers. His key project credits include Construction Engineering for Gerald Desmond Bridge Replacement in Long Beach. He enjoys a strong client reference from Caltrans and the agencies that he has worked with. Served as Sub CCM for all Pacific's Caltrans Task Orders, state-wide.

Education and Licensing

Education
Ph.D. Structural Eng., SMU, TX
M.S. Structural/Earthquake Eng., University of Tehran
B.S. Civil Eng., Karaj Azad Univ.
Licensing
#S5473, Reg. Structural Eng., CA
#C70201, Reg. Civil Engineer, CA
#13082311, CWI
#51315-2636-114943, Level III
#02143354, ACI, Field Gr 1
CTM 504 – 557 (Tester ID 05281)
#6F79C3 Adult First Aid

Relevant Exp

International Gateway Bridge – Long Beach, CA: **(Lead IQA Engineer/Structure Rep)**

SR-74 Ortega Highway Retaining Walls – Lake Elsinore, CA: **(Structure Rep)**

I-15/SR-91 Express Lane Direct Connector (ELC) – Corona, CA: **(Oversight Structure Rep)**

MICHAEL EMAMI, MS, PE, CWI, QSP/QSD, ICC
Deputy Project Manager, Structure Rep/Special Inspector

Michael Emami has been with Pacific Pros over 4 years and has extensive experience in the disciplines of structure construction engineering and inspection, civil engineering, structural materials testing and evaluation, construction quality verification, inspection of in-service structures, and design. He has provided project construction support as an independent quality assurance engineer, assistant resident engineer, project quality engineer, assistant structural materials representative and project engineer. He is competent in reviewing submittals, performing inspections, and interpreting codes. He has experience working with various national codes as well as Caltrans manuals and documents. He has experience working on bridge replacement projects such as Gerald Desmond Bridge (GDB) in Port of Long Beach and Bon Air bridge in the City of Larkspur Marine County. In addition, he has worked on several Design-Build contracts such as Gerald Desmond Bridge Replacement in Long Beach, and LaGuardia Airport in New York. He enjoys a strong reference from CT personnel.

Education and Licensing

Education
M.S. Civil Eng., Construction Eng .Mngt, USC, 2016
B.S. Civil/Structural Eng., UCI, Irvine, 2013
Licensing
#88306 Registered Civil, CA
#20060921CWI, AWS
#27951 QSD/P
#8898086 ICC Structural Steel
#01315992 ACI Field Tech Gr 1

Relevant Exp

I-10 Corridor Contract 1 Express/HOV Lanes Project), San Bernardino, CA **(OSR)**

Gerald Desmond Bridge Replacement Project, Beach, CA **(IQA Engineer)**

Inspection of In-Service Pedestrian Bridges, Carpinteria, CA **(Inspector, Project Engineer)**

Eddie Hatami, PE
Resident Engineer/Structure Rep

Eddie has extensive Caltrans, Federal and Local Agency experience in various capacities with hands-on knowledge in various aspects of infrastructure construction including structure construction, design review, retrofit, office engineering, change order support, and construction administration. He has served as Structure Rep and Resident Engineer for many projects. He has a lot of building construction demolition experience. Eddie served as a direct FEMA employee as "Building Infrastructures Specialist" in Los Angeles County from December 1995 to September 1996. He worked on the CT D8 Maintenance Building in 2019-2020. Earlier he was a Resident Engineer for demolition of 3 residential buildings (6000 SF) in 2018. Eddie has worked in many parts of California, including San Bernardino, Riverside, and San Diego Area. He has been continuously working in the construction engineering and inspection field. He is experienced with falsework, shoring, and bridge widening projects as well. Eddie is a well-rounded engineer capable to operate effectively in various capacities, can wear different hats as needed. Only a few representative projects are presented below indicative of his vast experience.

Education and Licensing

PACIFIC PROS

Education
BS Degree in Civil Engineering, University of Kansas

Licensing
#C50571, Civil, CA

Relevant Exp

The Historic 4th Street Bridge over Lorena Street Seismic Retrofit Project – LA, CA: **(SR)**

The Eastern Maintenance Facility Phase 3 Expansion, San Bernardino, CA: **(SR)**

New York House Rd Bridge Repl.– Yuba Cty, CA: **(Resident Engineer)**

Sylva Nwankwo, PE, QSD
Structure Rep

Sylva has extensive Caltrans, Port experience and public agency experience in various aspects of civil engineering practice. He has extensive background in infrastructure construction projects with strong capabilities in managing a project from start to finish. He is able to collaboratively address complex challenges at the pre- and post-contract stages and even after successful completion of project (i.e., contractual maintenance period). Fundamental in engineering project management and administration is quality customer service. Swift response to customer inquiries, concerns and complaints in a timely fashion has been an essential aspect of his various work attributes. He has been involved in interacting with the public as well as regulating agencies with a controlled synergy while working simultaneously on several infrastructure projects with the ultimate aim on achieving the desired deliverables.

After a successful tenure in construction management career in Nigeria, Sylva has returned to the US and has been with Pacific Pros ever since as he got his education and professional engineering licensure in California. He is fluent in English, and enjoys a strong reference from his Caltrans supervisors. He has ACI, QSD, OSHA 10, 1st Aid, and Defensive Driving certificates.

Sylva has many projects under his belt including bridges, buildings, Marine/Port structures and roadway projects. Below are just representative projects for Sylva.

Education and Licensing

PACIFIC PROS

Education
M.S. Degree, Computer Aided Engineering; 2004; Univ. of Southern California, CA
Post Grad Diploma, Port & Coastal Engineering; 1993;
Univ. of Trondheim, Norway
B.S., Civil Engineering; 1985; Univ. of Technology, Anambra State, Nigeria

Licensing
Number, Type, State
#C80443 Registered Civil, CA
#02145839 ACI Field Tech. Gr. 1
#C80443 QSD
#94193 SAP, Cal OES

Relevant Exp

Marin County Deck Rehab Project (04-3Q5504), Caltrans– Marin Cty, CA: **(Structure Rep)**

Slideville Retaining Wall on Route 1 (EA 04-0J3004)– Santa Rosa, CA: **(ASR)**

Hadi Abedi, EIT, CWI, ICC, ACI

Assistant Structure Rep/Special Inspector

As a highly experienced and detail-oriented civil engineer and structure construction inspector with 15 years of expertise across a diverse range of projects, Hadi has extensive knowledge in the areas of public works, government projects, commercial and also residential. He has worked on projects that utilized Caltrans standards and manuals such as the High Speed Rail and the Third Street Bridge. He is skilled in reading drawings, interpreting project specifications, and understanding the project needs, and has consistently demonstrated an ability to deliver high-quality results for clients. From inception to completion, he is committed to provide exceptional service and ensuring that every project is completed on time, within budget, and to the highest standards of quality and safety, paying meticulous attention to every detail along the way. He is experienced in concrete retaining walls, CMU walls, soldier piles, soil nailing, CIDH piles, driven piles, screw anchors, source inspection, welding inspection, NDT, epoxy drill and bond, and many other aspects of structure construction. He is a solution-oriented construction engineer who identifies issues, communicates them effectively, and partners with the rest of the team with pragmatic solutions.

Education and Licensing

Education
•BS, Civil Eng., Azad Univ., Iran

Licensing
Number, Type, State
158475, EIT, CA
#18010381 CWI
#8471908 ICC, Master of Special

Relevant Exp

Route 280, 101 ridge Retrofit 04-3Q5704– San Francisco, CA: **(ASR)**

SFPUC Biodigester Plant, SF Water Power Sewer, – San Francisco, CA: **(Inspector)**

Third Street Bridge, San Francisco Municipal – San Francisco, CA: **(Inspector)**

Ghassan Haidar, PE
Project Manager

Introduction/Overview. Mr. Ghassan Haidar has over 30 years of experience in construction management, project management, design, and construction inspection. His experience comes from the engineering and construction of civil structure projects that include water, recycled water, sewer pipelines, streets resurfacing, water storage tanks, parking structures, pumping stations, and wastewater treatment facilities. He is knowledgeable in LABC, UBC, ACI and AISC codes, and has strong experience in enforcing Grading, Earthquake and Handicapped requirements, experience that he gained from working at the Department of Building and Safety. Mr. Haidar has exemplary leadership and communication skills and works efficiently in demanding, fast-paced environments.

Education and Licensing

PMCS GROUP

Education
BS, Civil Engineering - CSULB

Licensing
CA PE, No. C55608, expires 12/31/25

Relevant Exp

LACDPW Adventure Park Stormwater Capture Project – Los Angeles, CA: **Project Manager**

LACDPW Monteith Park and View Park Stormwater Improvements – Los Angeles, CA: **Project Manager**

LACDPW Marina del Rey Back Basins BMP – Marina del Rey, CA: **Project Manager**

Alejandro Nunez, PE
Project Manager

Introduction/Overview. Mr. Alejandro Nunez has over 20 years' civil engineering experience working on public works projects. Mr. Nunez brings expertise in a multitude of project types, including grading, drainage, sewer, water lines, street improvements, Storm Water Pollution Prevention Plans (SWPPPs), Low Impact Improvements (LIDS), flood control projects, and facility projects. He has designed and provided geotechnical, project management and construction management services, making him a seasoned professional with extensive expertise. Currently, Mr. Nunez is overseeing various roadway improvement projects for Los Angeles County Department of Public Works, and in total has over 10 years of experience supporting the County throughout his career. Mr. Nunez has managed budgets and schedules, approved encumbrances for new contracts and resolved issues.

Education and Licensing

PMCS GROUP

Education
BS, Civil Engineering - CSULA

Licensing
CA Professional Engineer, No. 57522, expires 12/31/2025

Relevant Exp

LACDPW Colima Road Project – Los Angeles County, CA: **Project Manager**

LACDPW Compton Avenue Resurfacing Project – Compton, CA: **Project Manager**

LACDPW Whiteside I Roadway Reconstruction Project – Los Angeles, CA: **Project Manager**

Raymond Delgadillo, PE
Construction Manager

Introduction/Overview. Mr. Raymond Delgadillo is a Professional Engineer licensed in the State of California with over 14 years of experience in Project Management and Construction Management. Mr. Delgadillo has worked on several types of projects including Caltrans and Los Angeles Metro Transportation Authority projects. He has worked on various civil projects that include construction of concrete bridges, sound walls, retaining walls and freeway widening. His responsibilities included daily communication with owner, stakeholders, perform value engineering, ensuring compliance with safety, overseeing budget along with scope of work, reviewing submittals and RFIs, negotiating change orders, schedules, quality, and risk. Mr. Delgadillo is knowledgeable in all Caltrans policies and procedures and has the ability to satisfy the client with high-quality staff at a moment's notice.

Education and Licensing

Education
BS, Civil Engineering - USC

Licensing
CA PE License, No. 87183, expires 09/2025

Relevant Exp

LACDPW Santa Anita Dam – Santa Anita, CA: **Construction Manager**

Port of Los Angeles Wilmington Waterfront Promenade Park – San Pedro, CA: **Project Manager**

Alameda Corridor East, Fairway Drive Grade Separation: **Project / Construction Manager**

Bryan Anderson
Inspector

Introduction/Overview. Mr. Bryan Anderson is a construction inspector with 21 years of experience on public, residential and commercial projects. He is well-versed with inspecting and testing of concrete, soils, and asphalt and has experience with overseeing grading, retaining walls, storm drain, sewer, water, and electrical underground utility lines. Mr. Anderson has excellent oral and written communication skills, and an ability to work unsupervised for long periods of time. He can work on multiple tasks and projects and is familiar with Green Book procedures.

Education and Licensing

Licensing
International Code Council (ICC) Soils Special Inspector, No. 244472
American Concrete Certification (ACI), No. 99682
Various Caltrans Certifications

Relevant Exp

LACDPW East Los Angeles Community Roadway Improvement– Los Angeles County, CA: **Inspector**

LACDPW San Gabrie Reservoir Post-Fire Project – San Gabriel Valley, CA: **Inspector**

LACDPW 7th Avenue Community Improvements – Los Angeles, CA: **Inspector**

Ramzi Khaouli
Inspector

Introduction/Overview. Mr. Ramzi Khaouli has 20 years of engineering experience including construction inspection. He is currently overseeing the inspection of the Pacoima Spreading Grounds Basin Enhancement project in Los Angeles County. His responsibilities include inspection of removing clay to increase percolation rates, management of documentation reports and pre-construction and safety meetings. Mr. Khaouli is well-versed in Los Angeles County Department of Public Works (LACDPW) document control systems and Greenbook standards.

Relevant Exp

LACDPW Pacoima Spreading Grounds Basin Enhancement – Pacoima, CA: **Inspector**

Various Infrastructure Projects – Riyadh, Saudi Arabia: **Project Manager**

Education and Licensing

Education
MS, Computer Engineering – Wright State University

BS, Computer Engineering – Wright State University

Licensing
Project Management Professional (PMP) Certification, 2008

AZZAM SAAD, P.E., ESQ.
Project Manager

Azzam Saad has over 40 years of progressive education and experience on tens of heavy civil construction projects ranging from $5 million to $3 billion. Throughout his career, he has worked on over 200 bridges, $7 billion of construction, and approved $700 million in contracts. Both a lawyer and a licensed Professional Engineer, he brings a unique combination of expertise in construction contracts, claims, mediation, and arbitration. Azzam has diverse experience with owners, consultants, and contractors. He has 25 years of contractor experience and has worked with several agencies including Caltrans, OCTA, the Port of Long Beach, UPRR, and BNSF on large design-build projects. Additionally, he has 19 years of experience as a construction attorney and has settled many public works claims.

Education and Licensing

SAMSA ENGINEERING, INC.

Education
Juris Doctor, Whittier Law School

MS Civil Engineering, Cal State Long Beach

BE Civil Engineering, American University of Beirut

Licensing
CA 46162, Professional Engineer, CA

California Bar Association 227362

American Bar Association 00740952

RELEVANT EXPERIENCE

I-405 Improvement Project (Orange County Transportation Authority) – Orange County, CA: **Contract Manager**

Gerald Desmond Bridge Replacement Project (Port of Long Beach) – Long Beach, CA:
Contract Manager

SR-22 Freeway Widening (Orange County Transportation Authority) – Orange County, CA: **Construction Manager**

241/261 Eastern Transportation Corridor (Transportation Corridor Agency) – Orange County, CA:
Segment Manager

SAMAR SAAD, P.E.
Project Engineer/ Structures Representative

Samar Saad is a professional engineer with construction management experience on transportation infrastructure projects in the U.S. and internationally. She has a wide range of technical knowledge managing large-scale projects, including alternative delivery.

Education and Licensing

SAMSA ENGINEERING, INC.

Education
MS Civil Engineering (Structural Engineering, Mechanics, & Materials), UC Berkeley

BS Civil Engineering, UC Berkeley

Licensing
93213, Professional Engineer, CA

RELEVANT EXPERIENCE

I-405 Improvement Project (Orange County Transportation Authority) – Orange County, CA: **Structures Engineer**

San Gabriel River Hinge Replacement Project (Caltrans District 7) – Irwindale, CA:
Assistant Structures Representative

Soundwall Package 10 (LA Metro) – Pasadena, CA:
Assistant Resident Engineer

Germaine Neumann-Chau
Assistant Project Manager

Germaine has over 20 years of experience in the management, planning, construction, and maintenance of a wide range of transportation projects. Her background encompasses the highway, transit, rail, and ports. She is experienced working for several contractors on design-build and design-bid-build projects ranging from $100k to $1.2b and has a strong working knowledge of Caltrans Standard Specifications, Greenbook, and local standards.

Germaine has extensive experience in the change management and construction management of heavy civil construction projects in Southern California, including in Caltrans, LA Metro, OCTA, UPRR, BNSF, Ports of Los Angeles and Long Beach, and LAX. Her experience includes the construction management of over 9 train stations, including 3 underground stations, 8 miles of light rail, including 5 miles of underground tunnel, and 4 bridges. Her Caltrans project experience includes over 30 bridges and toll systems.

Education and Licensing

SAMSA ENGINEERING, INC

Education
MBA, Chapman University

BA Fine Arts, San Francisco State University

Certificate, Lean Enterprise, UC San Diego

Relevant Exp

I-405 Improvement Project (Orange County Transportation Authority) – Orange County, CA: **Senior estimator**

Crenshaw/LAX Light Rail Project (K Line) (LA Metro) – Los Angeles, CA: **Senior estimator**

Washington Blvd Widening (City of Commerce) – Commerce, CA: **Project Manager,**

710 Freeway Rehabilitation (City of Commerce) – Commerce, CA: **Project Manager**

Mansi Desai, E.I.T.
Office Engineer/ Construction Inspector

Mansi Desai has a broad understanding of roadway and structures work on large infrastructure projects through her hands-on experience in the civil, environmental, and central engineering group of the I-405 Improvement Project. Through her 6+ years of working for the contractor on this project, she has directly managed several subcontractors including those for clear and grub, environmental monitoring, management of cultural resources, and vibration and noise monitoring, and maintained comprehensive project files and records. Her expertise in SWPPP, regulatory compliance, environmental impact mitigation, and stakeholder engagement allows her to navigate complex construction projects.

Education and Licensing

SAMSA ENGINEERING, INC

Education
BS Civil Engineering, Cal Poly Pomona

Licensing
173419, Engineer-In-Training

Relevant Exp

I-405 Improvement Project (Orange County Transportation Authority) – Orange County, CA: Project involves 16+ miles of roadway work and 18 bridges. Prepare various engineering submittals for review and approval including formwork, excavation, demolition, and pile stabbing plans. Maintain project documents and records. Perform constructability review. Oversee and enforce environmental compliances and SWPPP. Work with consultant paleontologist and archeologist to ensure safe handling of cultural resources. Work with biologists to ensure protection of species on job sites. Obtain encroachment and environmental permits required for the project. Manage multiple subcontractors' scope of work including for clear and grab activities and noise and vibration monitoring. Coordinate project with partnering agencies and public entities. Manage field crews and coordinate work. Assist in developing schedule and monitoring critical path activities. Assist Project Manager in forecasting and tracking several cost codes.

Jeff Cooper, ICC, OSHPD
MEP Inspector

Jeffrey has over 25 years of experience in construction and is proficient in construction management, inspections, standards, and practices. He has proven knowledge of construction codes, regulations, compliance procedures, and record keeping. In addition, he is an ICC certified Commercial building inspector and has an OSPHD building license which was obtained while working on the SoFi stadium for the City of Inglewood. He is a self-starter, detail oriented, and a problem solver. Jeffrey is always open to learning new ways of doing things and increasing his knowledge base. He is also experienced in document management, project management, commissioning, and steel inspection. Additionally, Jeffrey is knowledgeable of Fire Life Safety as well as building plumbing systems.

Education and Licensing

Licensing

OSHPD License, A20464
ICC California Commercial Building Inspector, 101611184

Relevant Exp

Los Angeles County Metropolitan Transportation Authority – Airport Metro Connector 96th Street Station – Los Angeles, CA: **(MEP Inspector)**

Los Angeles County Sanitation District – Advanced Water Treatment Facility Project

Los Angeles, CA: **(Construction Manager/Inspector)**

City of Inglewood/StadCo LA, LLC. – Various Projects

Inglewood, CA: **(Building Inspector)**

Eric Hildreth
Systems & Electrical Inspector

A highly experienced Electrical Inspector with over 25 years of working with clients to stay within budgets, evaluate contractor performance and coordinate job requirements, and resources. Eric has worked on a variety of complex projects, including multiple LA Metro improvement and extension projects. A highly experienced Systems Inspector, he has served as a Foreman, Journeyman, Project Manager, and most recently as a Systems Electrical Superintendent. Work experience also includes field supervision, sub-contractor coordination, scheduling oversight, quality control, document control, conduit systems, electrical demo, design assistance, commercial tenant improvements, building management, change orders, and proposals.

Education and Licensing

Education
Electrical Training Trust BEW / NECA Joint Apprenticeship Program

Licensing
California Electrical Certification
OSHA 30 Hour
Metro Rail Safety
Electrical Training Institute Foremanship Certificate
Electrical Training Institute Estimating Certificate

Relevant Exp

Los Angeles Metropolitan Transportation Authority – Claims Support

Los Angeles, CA: **(Systems & Electrical Claim Specialist)**

Los Angeles Metropolitan Transportation Authority – Crenshaw/LAX LRV Line

Los Angeles, CA: **(Systems Electrical Superintendent)**

Kaiser Permanente – Various Locations

Orange County, CA: **(Foreman and Journeyman)**

Chi Blakley, ICC, ACI, AWS
Inspector

Chi is a Field Engineer and Project Inspector of Record who has 14 years of experience inspecting public works, commercial, and private projects in Southern California. She is a certified welding inspector who is cognizant of construction safety and her skillset includes the inspection of concrete, prestressed concrete, asphalt, welding, reinforced concrete, masonry, soil, materials, plumbing, and steel structures. In addition, Chi is knowledgeable in construction management, contract management, quality control, and blueprint reading. She has experience working in heavy civil construction for various authorities and school districts.

Relevant Exp

Los Angeles County Metropolitan Transportation Authority (LACMTA) – Airport Metro Connector Project (AMC) Los Angeles, CA: **(Field Inspector)**

BLAKLEY CONSULTING SERVICES INC. Various Clients – Various Projects Newport Beach, CA: **(Inspector/President)**

Various Public Works, Aviation, DSA, and Commercial Clients – Various Public Works, Aviation, DSA, and Commercial Projects – Irvine, CA: **(Project Manager/Senior Soecial Inspector)**

Education and Licensing

Licensing
ICC Structural Masonry Special Inspector
ICC Reinforced Concrete Special Inspector
ICC Building Inspector
ICC Spray Applied Fire Proofing Special Inspector
ICC Prestressed Concrete Special Inspector
ICC Soils Special Inspector
ICC Structural Steel and Bolting Special Inspector
ICC Structural Welding Special Inspector
ICC California Commercial Plumbing Inspector
ICC Master of Special Inspection
ACI Concrete Field-Testing

Jaz Jahazi
Quality Assurance Manager and Civil Inspector

Jaz has over 24 years of industry experience as a Quality inspector on public works projects. His experience includes tunnel and pump station inspection on BART subway, LRT projects, and significant roadway projects including Caltrans on the Metro I-405 Sepulveda Pass Widening Project, and numerous highway projects including NDOT and FDOT, with scope including asphalt, concrete, roadways and significant civil including curb and gutter, utilities, earthwork, MSE walls, bridge retrofits, signalization, SWPPP and BMP oversight. Duties include performing QC Inspection to ensure compliance with plans and specifications and thorough documentation and resolution of deficiencies and non-compliances; inspection and documentation of work quality and punch list work to achieve Substantial and Final Completion. Jaz is ACI and FDOT certified in concrete, asphalt and earthwork, with Caltrans in MSE wall construction, and highly experienced in soils and concrete testing.

Relevant Exp

Nevada Department of Transportation (NDOT), I-15 Tropicana Project, Various Locations, NV: **(Quality Control/Quality Manager)**

Bay Area Rapid Transit (BART) – Transbay Tube, Various Locations, CA: **(Senior Construction Inspector)**

Honolulu Rail Transit Project, Honolulu, HI: **(Construction Compliance Monitor)**

Education and Licensing

Education
Master of Project Management – Devry University Keller Graduate School of Management
Bachelor of Science Civil Engineering – Peshawar University, Pakistan

Licensing
PTI Multistrand & Grouted PT Inspector – Level 1
PTI Multistrand & Grouted PT Installation – Level 1
ACI Concrete Field Technician – Level 1
ACI Concrete Transportation Construction Inspector
CALTRANS MSE Wall Construction Inspector
Intermediate Maintenance of Traffic
Radiation Safety and Nuclear Gauge

Robert Fahim

Construction Manager/Inspector

Robert has 51 years of solid construction management, inspection and structural design experience. Advanced skills in construction execution, project specific budgeting, cost control, and auditing using various systems. Thirty years of Robert's career have been in managing complex public works construction programs as owner's representative with multiple prime contractors or as contractor. Experience spans over the entire range of project development to owner acceptance, from initial client concept to programming, design and construction documents, bid packaging, construction contract award, permit acquisition, supervision and administration of multiple prime contractors, inspections to final completion and expediting of certificate of occupancy for the owner.

Relevant Exp

***Providencia Sewer Phase 2, Burbank, CA:* (Inspector)**

***Los Angeles County Metropolitan Transportation Authority (Metro), Various Projects, Los Angeles, CA:* (Construction Manager/Inspector)**

***Los Angeles County Metropolitan Transportation Authority (Metro), Various Bus & Rail Divisions, Plazas & Terminals, Los Angeles, CA:* (Construction Manager/Inspector)**

Education and Licensing

Education
Master of Project Management – DeVry University Keller Graduate School of Management
Bachelor of Science Civil Engineering – Peshawar University, Pakistan

Licensing
CA Contractors State License "A" - General Engineering
CA Contractors State License "B" - General Contracting
CA Contractors State License "C-31- Construction Traffic Control
LA Metro Rail Safety & Wayside

Olatunde (Ola) Owoloye

Senior Scheduler

Ola is a resourceful, dynamic project scheduler/planner/project control analyst with a demonstrated record of conceptualizing and effective scheduling experience on commercial, transit, government and industrial projects. He is an expert in CPM scheduling with significant experience preparing contractor schedules, reviewing contractor schedules for owners, handling construction disputes including negotiating and settling construction delay and disruption claims in the capacity of schedule expert. Many of the projects he has planned were delivered on time and budget. Experienced in set up and integration of Oracle Primavera P6 in line with industry standard and best practices, IT PMO Migration from MS Project Server to Oracle Primavera P6, Baseline Schedule planning and development through Primavera P6 and Microsoft Project, Schedule Maintenance & Monitoring, Schedule Review, Audits & Advisory Services, Delay Claim Analysis, Preparation of Technical Reports and White Papers to be used in Expert Testimony, and Training Schedulers in CPM Scheduling. Ola has been involved in planning and scheduling of more than $4 billion worth of government construction projects. This includes the planning and development of over 35 projects, including New York State East Side Access projects, New York City Transit, School Construction Authority, Department of Energy, General Electric and local and state government projects.

Education and Licensing

Education
Polytechnic Ibadan, Nigeria
Higher National Diploma & National Diploma in Business and Communication

Licensing
Primavera P6 Project Management Certification

Relevant Exp

***Bay Area Rapid Transit (Bart) Transbay Tube (Tbt) Project, San Francisco, CA:* (Senior Scheduler)**

***Los Angeles County Metropolitan Transportation Authority (Metro) – Crenshaw/Lax Transit Project Los Angeles, CA:* (Claims Specialist)**

***New York Metropolitan Transportation Authority (Mta) – Various Projects Los Angeles, CA:* (Senior Project Scheduler/Project Control Analyst)**

Jeffrey R. Davies
Project Scheduler

Jeffrey has 12 years of experience scheduling on a variety of construction projects as well as military material distribution programs. His adept scheduling skillset includes visual planning in BlueBeam and Adobe Professional, productivity planning and forecasting, pull planning integration, scheduling manpower, cost and manpower loading in P6, and cost curve analysis. In addition, he has excellent people skills (gained while serving 5 years in the hospitality industry during his college years) which allows him the ability to easily engage with and gather project level data from a variety of people, ranging from project managers down to the laborer level, with ease.

Relevant Exp

CRC TECHNOLOGIES – SAVANNAH RIVER NUCLEAR SITE, PLUTONIUM PRODUCTION FACILITY, Westchester, OH: **(Scheduler)**

BOOZ ALLEN – US ARMY, DEPLOYMENT OF US ARMY PRODUCTS: **(Program Analyst and Master Scheduler)**

INSIGHT GLOBAL. – US ARMY, DEPLOYMENT OF US ARMY PRODUCTS

Detroit, MI: **(Integrated Master Scheduler)**

Education and Licensing

Education
Bachelor of Science, Civil Engineering, Lawrence Technological University, Southfield, MI (2009)

Licensing
FE (Fundamentals of Engineering) (2009)
EIT
40-hr HAZWOPER Certification (2010)
OSHA 30 (2015)

Hennie Degenaar
Senior Cost Estimator

Hennie has over 30 years of extensive cost estimating, cost management and cost control experience including budgeting, estimating, the preparation, evaluation and negotiation of change orders, progress payments, financial reporting and the implementation of effective cost control measures to keep the project within budget. He has excellent communication, interpersonal, and presentation skills. He demonstrates well-developed problem-solving, organizational, time and resource management skills, utilizing analytical and strategic expertise as well as flexibility to provide efficient, effective solutions. Hennie has great team-building and management abilities, promoting cohesive working relationships and delivering solutions which exceed expectations. He has been the recipient of numerous notable estimating and management commendations including the American Society of Professional Estimators' distinguished award as "Estimator-of-the-Year."

Relevant Exp

LA COUNTY DEPT. OF PUBLIC WORKS – VARIOUS PROJECTS, Los Angeles, CA: **(Lead Estimator)**

SAN DIEGO STATE UNIVERSITY - AZTEC STADIUM, San Diego, CA: **(Sr. Cost Estimator)**

SAN DIEGO COURTHOUSE COMMONS TUNNEL, San Diego, CA: **(Role)**

Education and Licensing

Education
Bachelor of Science – Quantity Surveying
University of Pretoria,
South Africa

Licensing
Certificates in Financial Management & Project Management, University of Pretoria, South Africa
American Society of Professional Estimators – Certified Professional Estimator (CPE) 2003-2018; Recertification in Progress
Society of American Value Engineers – Associate Value Specialist (AVS)
Association of South African Quantity Surveyors – Registered Quantity Surveyor

Emmanuel Lamento
Senior Cost Estimator

Emmanuel is a self-motivated, goal oriented, hardworking, and well-organized civil engineer with expertise in the field of quantity surveying, construction, and cost estimating. He is a highly adaptable team player with a wide base of knowledge in a variety of areas. Emmanuel is extremely reliable, ethical, and motivated. He has great communication skills and an eagerness to learn new things.

Relevant Exp

LA County Metro Purple Line Segment 3, Century City & Westwood, California: (Senior Cost Estimator)

Multi-billion $ CAL POLY Science/AG Teaching & Research Center, San Luis Obispo

***Hart High School Site Utilities Modification, Santa Clarita, Bakersfield, CA:* (Senior Cost Estimator)**

Housing Development Board Main Upgrading Project at Commonwealth

***Close Precinct & Bedok Precinct, Singapore:* (Technical Engineer/Project Engineer)**

Education and Licensing

Education
Bachelor of Science in Civil Engineering – University of the East, Manila, Philippines

Licensing
HPS Employment Certification
Certificate of Work Ethics
HDB Certificate of Training
GTMS Certificate of Employment & Testimonial
Nam Tat Employment Certificate
Hyundai Employment Certificate
MDCC Employment Certificate
RD Tuazon Employment Certificate

SAEID ASGARI, PE
Claims Manager / CPM Scheduling

Mr. Asgari is a former Caltrans employee of 27 years and a highly qualified Construction Quality Validation Manager, Construction Claims Avoidance Specialist, and a Mitigation Specialist. During his 37-year career, he has delivered over $8 Billion of Infrastructure projects in Southern CA. His diversified Experience in both the Public and Private sectors has positioned Saeid to be an industry leader. His focus has always been on Safety, Quality, Constructability Review, Risk Management and Partnering by creating resolution ladders to prevent and mitigate Claims.

RELEVANT EXPERIENCE

I-10 Design Build Project Coachella Valley
Construction Quality Validation Manager, CQVM.

I-15/SR91 Express Lanes Connector (ELC) Project, Oct 2021 to Aug 2022
Construction Quality Validation Manager, CQVM.

OC I- 405, Design Build Project, Feb 2017 to Oct 2021
Project Manager.

Riverside Drive Viaduct over the LA River, LA. CA
Project Manager.

Design Build Asphalt Plant Modernization, LA
Project Manager

Mid-Coast Corridor Transit Projects, San Diego, CA
Contract Manager.

Education and Licensing

Education
B.S. Civil Engineering, Rutgers university, New Brunswick, NJ-1980.

M.S. Civil Engineering, Rutgers university, New Brunswick, NJ-1983.

JD, Pacific Coast University School of Law, Long Beach, CA, 2006.

Licensing
Qualified SWPPP Practitioner (QSP).
California PE License # C44414





Trusted Partner *for* Construction Management and Inspection Services

Grade Separations
Railroad
Transit
Highways
Freeways
Bridges
Water Lines
Sewer Lines
Wastewater
Street Lighting
Signalized Intersections
Fiber Optics
Landscape
Hardscape
Striping
SWPPP

Capital Improvements
Public Works
Transportation
Design-Build
CMGC
Ports
Airports
School Districts

FCG CONSULTANTS

22885 Savi Ranch Parkway, Suite G
Yorba Linda, California 92887
Tele | 714.312.0317
Fax | 714.312.0793
www.fcgconsultants.com

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Project Management (CM&I) Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION

EXHIBIT "C"
COMPENSATION

FCG CONSULTANTS, INC. 2024 PROFESSIONAL RATES

CLASSIFICATION	HOURLY RATES
Senior Project Manager*	$276.88
Project Manager*	$251.92
Resident Engineer*	$233.76
Construction Manager*	$233.76
Structures Representative*	$233.76
Construction Inspector*	$147.52
Office Engineer	$102.13
Scheduler*	$192.91
Estimator*	$192.91
Senior Plan Checker*	$233.76
Plan Checker*	$165.67
Assistant Plan Checker*	$113.74

*Non-Exempt Employees are subject to prevailing wage requirements.

Overtime and Weekend work is not included. Overtime is charged at 1.5 x the actual rate, and double time is to be charged at 2 x the actual rate.

ODC's will be charged at cost.

Onsite / Offsite personnel rates are billed at the same rate based on Federal Acquisition Regulations (FARs).

Per Addendum 1 on January 17, 2024, The rates are fixed for the first year, and negotiable rate increase not to exceed 3% per year there after.

January 30, 2024

Hill International, Inc.
Western Region Headquarters
100 Spectrum Center Drive, Suite 550
Irvine, CA 92618
Tel: 949-474-2908

Ontario Office
3200 Guasti Road, Suite 100
Ontario, CA 91761
www.hillintl.com

FCG Consultants, Inc.
22885 Savi Ranch Parkway, Suite G
Yorba Linda, CA 92887
Attn: Ms. Maha Fakhouri, President

Subject: City of Ontario | On-Call Project Management Services | RFQ. 1739

Reference: SOQ - Hourly Rate Schedule

Dear Ms. Fakhouri:

Hill International is pleased to submit our hourly rate schedule associated with the City of Ontario On-Call Project Management Services Request for Qualifications.

HILL INTERNATIONAL, INC. - HOURLY RATE SCHEDULE		
TITLE	**NAME**	**FULLY BURDENED HOURLY RATE**
Project Manager	Matt McMenamin	$140.28
Project Manager	Mike Wykoff	$95.59
Project Manager	Bridget Day	$107.46
Project Manager	Louis Espinosa	$99.75
Construction Inspector	Justin Carr	$83.14
Construction Inspector	Al Salinas	$81.32
Construction Inspector	Eric Hill	$93.28

Legal Name of Firm
Hill International, Inc.

Federal Tax ID	**City of Ontario Business License**	**California DIR**
#20-0953973	#78325	#1000019597

Primary Point-of-Contact
Juan Pablo (J.P.) Villamizar, Senior Vice President
Tel: 949-748-5485 | Mobile: 949-324-5313
JPVillamizar@hillintl.com

Signature Authority
Juan Pablo (J.P.) Villamizar, Senior Vice President is authorized under the bylaws of Hill International, Inc. to execute contracts or otherwise bind the company.

Hill acknowledges the receipt of **Addendum #1** dated **January 17, 2024** associated with RFP No. 1739.

Should you have any questions, or require additional information, please contact me at 949-324-5313 or jpvillamizar@hillintl.com.

Sincerely,

Juan Pablo (J.P.) Villamizar,
Senior Vice President

CEMS, Inc. CONSULTANTS, INC. 2024 PROFESSIONAL RATES

CLASSIFICATION	HOURLY RATES
Project Manager*	$250.00
Construction Manager*	$230.00
Construction Claims	$200.00
Scheduler*	$170.00

*Non-Exempt Employees are subject to prevailing wage requirements

SAMSA ENGINEERING, INC. RATE SHEET

CLASSIFICATION	HOURLY RATE
Senior Project Manager*	$265.98
Assistant Project Manager*	$162.33
Structures Representative*	$175.58
Office Engineer*	$99.38
Construction Inspector*	$141.69
Structures Inspector*	$153.99

*Non-exempt employees are subject to prevailing wage requirements. Rates are fixed for first year and subject to negotiable escalation not to exceed 3% each subsequent year.

PMCS GROUP, INC. PRICING
CITY OF ONTARIO

***Onsite and Offsite Pricing (First Three Years of Contract)**

Classification	Fully Burdened
Sr. Project Manager	$272.25
Project Manager	$249.56
Resident Engineer	$233.68
Construction Manager	$233.68
Office Engineer / Labor Compliance	$111.17
Sr. Scheduler	$199.65
Scheduler	$190.58
Sr. Estimator	$199.65
Estimator	$190.58
Inspector – Regular Shift Hours	$147.52

Materials and equipment such as site office, express mail, reproduction of drawings, reports, etc. will be charged at cost.

Overtime and Weekend work is not included. Overtime is charged at 1.5 x the actual rate, and double time is to be charged at 2 x the actual rate.

Per Addendum 1 on January 17, 2024, the rates are fixed for the first year, and negotiable rate increase not to exceed 3% per year after the first year.

*Rates for onsite and offsite personnel are billed at the same rate based on Federal Acquisition Regulations (FARs).

Pacific Pros 2024 PROFESSIONAL RATES

CLASSIFICATION	HOURLY RATES
Project Manager	$242.55 - $277.20
Resident Engineer	$242.55 - $277.20
Construction Manager	$242.55 - $277.20
Structures Representative	$242.55 - $277.20
Scheduler/Estimator	$242.55 - $277.20
Assistant Construction Engineer	$196.35 - $221.76
Inspector	$184.80 - $219.45
Special Inspector	$196.35
Office Engineer	$161.70
Office Admin	$92.40

Notes:

1. For classifications with a given range, the billing rate will be based on the actual rate paid to the staff, which will not exceed the upper limit, i.e., the Not-To-Exceed (NTE) amount.
2. When authorized by the City, overtime premium shall be charged per DIR prevailing wage requirements with one-and-a-half and double-time premium when required by Law.
3. Rental field office will be charged at cost as Other Direct Cost (ODC).
4. Hour rates are increased annually with a 3% escalation rate after the first year (per RFQ Addendum).

DESTINATION ENTERPRISES 2024 PROFESSIONAL RATES

CLASSIFICATION	HOURLY RATES
MEP Inspector *	$178.72
Systems & Electrical Inspector *	$216.16
Inspector *	$187.07
QA Manager *	$187.07
Construction Manager*	$191.87
Senior Scheduler*	$203.86
Project Scheduler*	$143.90
Senior Estimator*	$215.85

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____ ___, **2024**, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **AKM Consulting Engineers, Inc.**, a **CALIFORNIA CORPORATION**, with its principal place of business at **553 Wald, Irvine CA 92618** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **construction management and inspection services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **On-Call Project Management Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **construction management and inspection** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All

Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027,** unless earlier terminated as provided herein The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Thousand Dollars** (**$600,000**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of

Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Emin Kayiran, CPII, Jacob Lillengreen, EIT, Steve Patterson, and Mike Fredriksz.**

3.3.5 City's Representative. The City hereby designates **Dennis Mejia (Utilities Engineering Division Manager)** or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Emin Kayiran, CPII, Vice President/Director of Construction Management**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all

Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation.

Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's

failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on

a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations

otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

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

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

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903

(2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **AKM Consulting Engineers, Inc.**
553 Wald
Irvine, CA 92618
ATTN: **Emin Kayiran**

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: **Dennis Mejia, P.E., Utilities Engineering Division Manager, OMUC**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required

by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AKM CONSULTING ENGINEERS, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____

Scott Ochoa
City Manager

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

City Clerk

AKM CONSULTING ENGINEERS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting project management to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of four (4) qualified firms to assist with On-Call Project Management Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various project disciplines (e.g. Architecture, Capital Improvement, Facilities Maintenance, Public Works, Water and Wastewater Distribution, Water Facilities, Extended Staff Services, etc.) with the intention of maintaining a list of multiple qualified prime consulting firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Professional Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL PROJECT MANAGEMENT SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Project Management Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Professional Services Agreement for further requirements.

Expected services to be provided under this on-call contract are as followed:

ACHITECTURAL PRE-QUALIFICATION

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

ARCHITECTURAL BIDDING and SELECTION

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

DESIGN and CONSTRUCTION DOCUMENTS

- Attend meetings and prepare Meeting Minutes.
- Attend job-walks with architect and engineers
- Review plans at various stages and provide comments
- Provide support as required
- Review the 60 and 90% Plans and Specifications to identify potential errors, omissions, National Electric Code and coordination issues.
    - Detailed review of the Electrical drawings, Latter Logic, Relay logic, Control Logic, verification of the Instrumentation and Mechanical Drawings, and confirm that all electrical equipment are properly shown at their corresponding placements with their required signals, tagging, SCADA network connectivity, Verify all needed points and PLC Address on a list etc.
- Ensure all submittal comments have been addressed in the 100% package.

CONTRACTOR PRE-QUALIFICATION

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

CONTRACTOR BIDDING and SELECTION

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

PRE-CONSTRUCTION

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

CONSTRUCTION

- Monitor quality of construction via regular job-site inspections.
- Prepare, monitor, report periodically, and revise, as needed the Project Schedule.
- Prepare, monitor, report periodically, and revise, as needed the Project Budget.
- Attend weekly construction meetings, and provide meeting minutes, distributed to all parties
- Photograph site weekly and archive photos
- Monitor all standard construction documentation, including submittals, RFI's, etc.
- Review all contractor change orders for scope and cost approval.
- Review and monitor payment of all contractor and vendor invoices.
- Attend punchwalk on behalf of Client
- Monitor punch-list progress and completion to 100%
- Assist during punchlist period for complaints, modifications, etc.
- Provide support as needed
- On-site inspection services to ensure all electrical scope of work complies with the conformed set of plans and specifications.
    - Inspection team to be knowledgeable of all electrical, instrumentation, control logical, Discrete Input/Outputs, Analog (4-20ma) Inputs/Outputs and all SCADA/RTU systems at the project site.

FIXTURIZATION

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

POST-CONSTRUCTION

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

ACCOUNTING AND PROJECT CLOSE-OUT

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

CITY OF ONTARIO

REQUEST FOR QUALIFICATION

ON-CALL PROJECT MANAGEMENT SERVICES

DUE: February 2, 2024

Submitted by:

AKM CONSULTING ENGINEERS
553 WALD, IRVINE, CA 92618

Contact: Emin Kayiran, CPII
Phone: 949-753-7333 Fax: 949-753-7320
ekayiran@akmce.com

Water Resources
Infrastructure
Construction Management

AKM Consulting Engineers
553 Wald
Irvine, CA 92618
Telephone: 949.753.7333 Facsimile: 949.753.7320
www.akmce.com

February 2, 2024

City of Ontario
303 East B. Street
Ontario, CA 91764
Subject: Proposal to Provide On-Call Project Management

In response to your Request for Proposal and Addendum 1, AKM Consulting Engineers (AKM), a SBA certified Small Business Enterprise, is pleased to submit this proposal to provide on-call project management for the City of Ontario (City). Our proposal reflects our understanding of the scope of work based upon the RFP, review of the Contract Documents, insurance documents, and information provided by the City. Contact information for this proposal is:

Emin Kayiran, CPII – Vice President / Director of Construction Management
AKM Consulting Engineers, Inc. - 553 Wald, Irvine, CA 92618
Phone: 949-753-7333 – FAX: 949-753-7320 – email: ekayiran@akmce.com

Included in our proposal are the following items: Executive summary, table of contents, identification of proposer, staffing resources including resumes, fiscal stability, experience and technical competence, proposed method to accomplish work, hourly rate schedule, insurance, litigation, other information, and certification of proposal.

Identification of Proposer (Qualifications and Capabilities)
As specialists in public infrastructure engineering for public agencies, AKM has successfully performed a wide array of Project Management, Construction Management and Inspection services under on-call contracts. Our proposal highlights recent projects which involve similar elements to those anticipated by the City, as well as displays our long history of providing on-call project management, construction management and inspection services. AKM pledges the timely deployment of resources to successfully undertake any task that the City may assign. We also note that AKM will responded to every task order request that may be distributed, as we have done during our previous on-call engagement with the City.

Staffing Resources
AKM has assembled a Project Team with extensive experience and expertise in all facets of planning, design, and construction management of public infrastructure projects. The proposed Project Team will be under the direction of Mr. Emin Kayiran, CPII, as Project Manager. He possesses over 19 years of public works infrastructure construction management and inspection expertise. He also serves, or served, as AKM's Project Manager for On-Call Construction Management Contracts for the City of Cypress, City of Stanton, City of Long Beach, City of Santa Ana, Ontario Municipal Utilities Company, West Basin Municipal Water District, and Water Replenishment District. Additionally Mr. Kayiran served as a Subject Matter Expert for the American Public Works Association in support of an overhaul of their public infrastructure inspection training and certification material including co-authoring a new module on the inspection of treatment and pumping facilities.

The team has been assembled based familiarity and knowledge with the City and their system, as well as technical expertise such as specific recycled water facilities construction experience, experience in coordinating with multiple outside agencies, treatment experience, proficiency in electrical and automation systems such as programmable logic controllers, variable frequency drives and integration of electrical and instrumentation components into existing SCADA systems. The team also includes multiple experts in scheduling and delay analysis using Primavera P6, steel and concrete tank construction, as well as specialty coating applications.

Fiscal Stability

AKM is, and has always been in excellent financial standing. We have provided a statement from Bank of America regarding our line of credit and available credit. We have also included a letter from Collie Accountancy regarding our compilation report.

Experience and Technical Competence

From the time of our Firm's inception, AKM has always been a relationship based business, relying on forging lasting relationships with our clients and repeatedly providing great service. We therefore believe there is no greater indicator of future success than past performance. Within this proposal, we have provided the names and contact information for clients who can attest to our level of service working in a similar capacity during on-call service engagements. We also highlight similar projects and engagements that we have recently completed.

Proposed Method to Accomplish the Work

As we understand, the City of Ontario plans to engage the services of qualified Project and Construction Management consulting firms to partner with the City in delivering a variety of planned projects. The projects with vary in size and scope and will be initiated via task orders. Selected consultants will respond to task order requests via a concise, yet complete proposal. Responsiveness to task order requests is vital in order for the City to successfully deliver planned projects on time. In this section of our proposal, we present AKM's specific approach to administering our construction management services. We detail how AKM's ability to adapt and evolve, responsiveness, meticulous attention to detail, commitment to documentation, and our proposed web-based document control systems, provide for effective and efficient projects.

Hourly Rate Schedule

AKM has included our proposed rate schedule for AKM which includes any mark-ups on services and other direct costs.

AKM is willing and able to provide the required insurance coverage and Accord insurance form. The undersigned certifies that AKM meets the minimum requirements of this solicitation. Our proposal will be valid for 12 months from the date of this submittal. As the Vice President of AKM, the undersigned is authorized to bind the firm as set forth in the California Corporations Code.

We appreciate the opportunity to submit our proposal and look forward to being of service to the City of Ontario on this most important project. Should you have any questions regarding our submittal or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

AKM Consulting Engineers



Emin Kayiran, CPII
Vice President / Director of Construction Management

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SECTION 3: IDENTIFICATION OF PROPOSER

AKM, a SBA Certified Small Business Enterprise, is a multi-disciplined professional organization that specializes in providing water resource infrastructure engineering and related services to public agencies. AKM has a current staff of thirty (30) employees who operate out of our office strategically located in Irvine at the intersection of the 5 and 405 Freeways. The scope of services offered by AKM includes all facets of planning, design and construction management for public works infrastructure.

The focus of our experience is within Southern California, and all key project team members are fully acquainted with the local and regional issues affecting the planning, design and construction of water resource infrastructure in the area. This, along with the technical and managerial depth of the team, will ensure the successful implementation of any project assigned under this contract. Having been providing construction management related services since the firm's inception in 1990, AKM has completed construction management and inspection assignments for the following agencies:

- City of Alhambra
- City of Arcadia
- City of Cypress
- City of Corona
- City of El Segundo
- City of Fountain Valley
- City of Garden Grove
- City of Long Beach
- City of Newport Beach
- City of Ontario
- City of Palos Verdes Estates
- City of San Clemente
- City of San Juan Capistrano
- City of Santa Ana
- City of Santa Fe Springs
- City of Seal Beach
- City of Stanton
- City of Tustin
- Bellflower Somerset MWC
- Garden Grove Sanitation District
- Moulton Niguel Water District
- Orange County Water District
- South Coast Water District
- West Basin MWD

COMPANY INFORMATION

- **Legal Name of Firm:** AKM Consulting Engineers, Inc. - 553 Wald, Irvine, CA 92618
- **Year Firm Established:** 1990
- **Contact Information:** Mr. Emin Kayiran ekayiran@akmce.com Telephone: 949-753-7333 Fax: 949-753-7320
- **General Description:** **California** Corporation
- **Federal Employer ID:** 33-0422066
- **DIR Number:** 10000059371
- **Number of Employees:** 30
- **Business License:** 57194

ON-CALL CONTRACTS

- City of Anaheim
- City of Corona
- City of Cypress
- City of Fontana
- City of Huntington Beach
- City of Long Beach
- City of Los Angeles
- City of Ontario
- City of Seal Beach
- County of Orange
- City of Stanton
- Camarillo Sanitary District
- County of Orange
- Garden Grove Sanitation District
- LACDPW
- South Coast Water District
- Water Replenishment District

QUALIFICATIONS

AKM Consulting Engineers, by virtue of its extensive relevant experience, specialized training, local knowledge, and technical competence, can provide the City with high quality construction management, and inspection services, quickly, and at a lower overall cost than our competitors. Our staff members possess experience directly related to all facets of construction management and inspection with significant experience with water, recycled water, wastewater, stormwater and stormdrain facilities.

Further, AKM has been providing construction management services to the City of Ontario since 2017. During that time, AKM has successfully partnered with the City staff to complete several successful projects, while at times navigating through complex project issues. By virtue of this experience, our construction management staff possess intimate knowledge of the City's infrastructure, their organizational structure, and has a strong feel for the pulse of the residents and the community where their facilities are located

Because AKM is a full service engineering firm, our team has an extremely well rounded background in all facets of public infrastructure engineering, many having worked on multiple design and master planning assignments. This level of experience enables our team to approach construction projects on a much deeper level, since they understand design and overall planning implications on City infrastructure and systems as a whole. AKM also retains an in-house staff of

computer-aided drafting professionals and can support the District with any of their CAD needs.

Full client satisfaction is a corporate commitment at AKM. This is reflected in a very high repeat client base (over 92%), our standing in the industry as a premier public infrastructure engineering company, low insurance rates, and a very stable work force.

Summary of Unique Qualifications
• ***All*** proposed team members have served as both a construction inspector and construction manager, bringing a well-rounded background to projects
• AKM team members are recognized experts specializing in the field of public works infrastructure with an emphasis in water resource related projects
• We understand the organizational structure of the City as AKM specializes in public infrastructure and only works for public agencies
• Proposed team members have a strong feel for the pulse of the residents and the community where projects are expected to take place
• Unrivaled responsiveness to the City and project needs. Our day does not end at 5:00 PM
• Proven track record of being able to respond to both large projects spanning years, as well as small projects lasting only a few days
• The City will have access to a full service engineering firm who can also provide engineering support, design, CAD and planning

COMPANY PROFILE

The scope of services offered by AKM includes all facets of planning, design and construction management for public works construction projects. We have a long and distinguished record of providing on-call services to public agencies. A full listing of services offered by AKM is as follows:

CONSTRUCTION MANAGEMENT AND SUPPORT

- Contract Administration
- Inspection
- Construction Management
- Resident and Field Services
- Procurement
- Start-Up and Acceptance
- Project Close-Out
- Estimating
- Schedule and Delay Analysis

STORMWATER, WASTEWATER, POTABLE WATER, AND RECYCLED WATER

- Master Plans
- Water Treatment
- Water Reclamation
- Odor Control
- Solids Handling
- Outfalls
- Collection Facilities
- Pump and Lift Stations
- Storm Drains and Channels
- Detention Basins
- Permitting and Regulatory Compliance
- Pipeline and Transmission Facilities
- Wells
- Storage Facilities
- Deficiency Reports and Inventories
- Capital and Facilities Plans
- Improvement Plans
- Hydraulic Analysis
- Hydraulic Structures
- Reservoirs and Lakes
- Water Quality

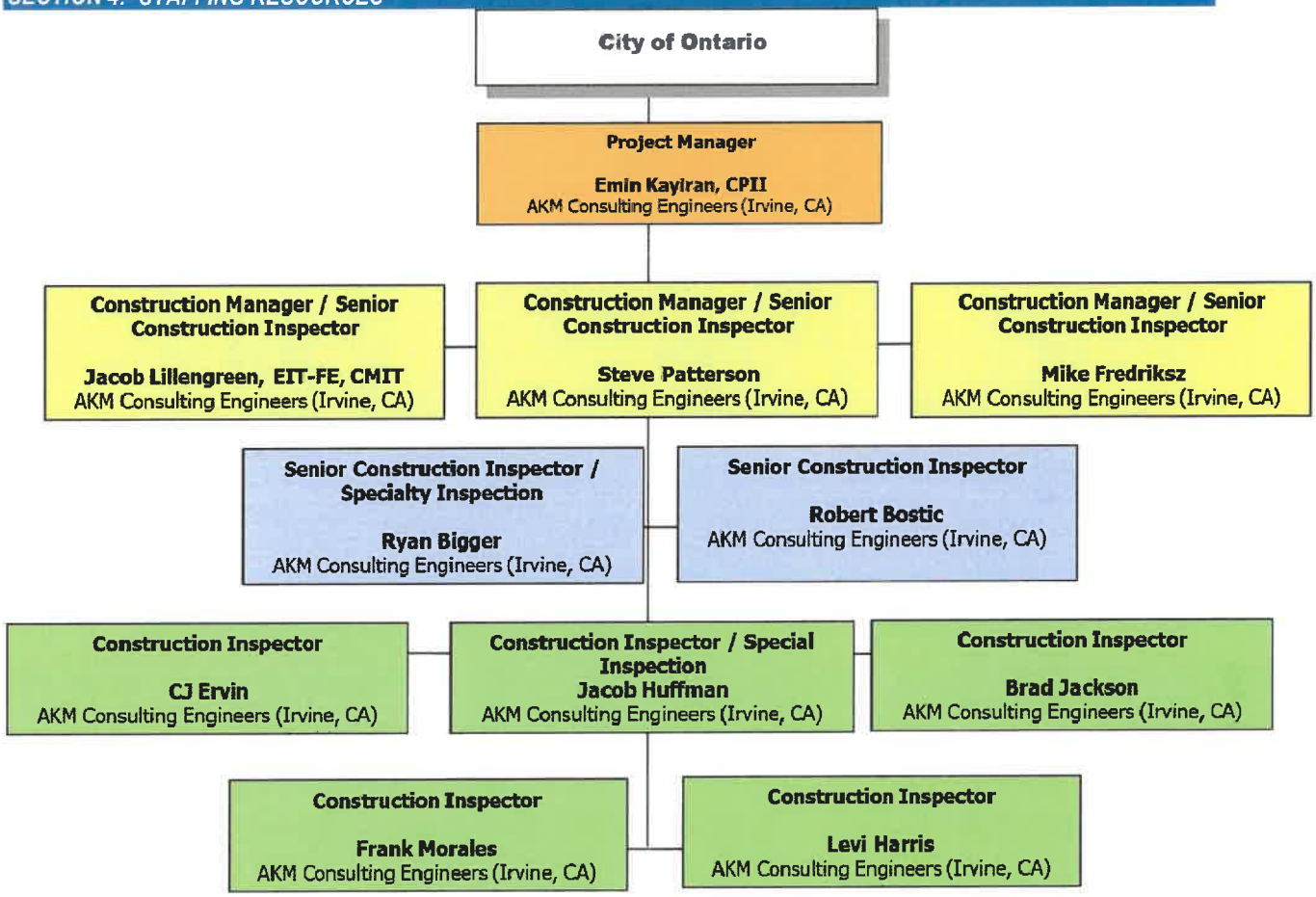
TECHNICAL SERVICES

- Supervisory Control and Data Acquisition (SCADA)
- Geographic Information Systems
- Operations and Maintenance
- CADD (Microstation, AutoCAD)
- Scheduling

PLANNING

- Project Planning
- Potable Water, Recycled Water, Waste Water, and Storm Water Master Plans
- Facility Planning
- Economic and Financial Planning
- Conjunctive Use Planning
- Sewer System Management Plans (SSMP)
- Rate Studies
- Urban Water Management Plans
- Water Supply Assessments

SECTION 4: STAFFING RESOURCES



AKM Consulting Engineers provides an in-house multi-disciplinary staff of professionals who are recognized specialists in public infrastructure planning, design, and construction management. The staff members have superb technical training and academic backgrounds. Furthermore, they regularly attend technical seminars to keep abreast of the professional developments in their fields.

AKM's proposed Project Team members have a long and distinguished track record in the performance of high quality services, especially with respect to program/project management, construction management and inspection of public infrastructure improvements. The Project Team is well qualified to undertake the work and provide superior technical services. All key members will be made fully available to serve on any assigned project under the proposed on-call services contract. Key team members will not be substituted without prior written approval from the City. In the very unlikely event a key project team member becomes unavailable during a project due to an unforeseen circumstance, an equally or superiorly qualified replacement will be provided. AKM will submit a situation and project specific transition plan for the City's consideration in such an event. Resumes with relevant experience of key project personnel are included in an Appendix A.

The key to successful completion of the work for the City will be the Construction Managers and Resident Engineers/Inspectors. These team members will be responsible for day-to-day communications with Contractors during projects, and in many ways, their effectiveness will dictate how efficiently the projects are completed. The position requires persons who are knowledgeable of the project's plans and specifications; possess excellent communication skills, and are confident and capable of exercising basic fairness when confronted with conflicts or differences of opinions, while still protecting the City's interests and those of the projects at large. We have assigned eleven (11) highly skilled, senior level construction professionals to this assignment. AKM construction management and inspection team includes the following members:

- Emin Kayiran, CPII, Project Manager / Vice President / Director of Construction Management Services ***(Primary point of contact)***
- Steve Patterson, Senior Construction Manager/Senior Construction Inspector ***(Secondary point of contact)***
- Mike Fredriksz, Construction Manager / Senior Construction Inspector
- Jacob Lillengreen, EIT-FE, CMIT, Construction Manager
- Ryan Bigger, Senior Construction Inspector / Specialty Inspection
- Robert Bostic, Senior Construction Inspector
- Brad Jackson, Construction Inspector
- Jacob Huffman, Construction Inspector / Special Inspection
- Frank Morales, Construction Inspector
- Craig Ervin, Construction Inspector
- Levi Harris, Construction Inspector

All construction management and inspection services performed by AKM are structured to respond to the technical and managerial requirements of the project by assigning senior, highly qualified personnel to the scope of work tasks. They function in a simple organization with clear lines of delegated authority and responsibility. Our assigned Project Manager, Mr. Emin Kayiran, CPII, will be the principal point of contact with the City and have full technical and administrative responsibility for the projects. In the very unlikely event that Mr. Kayiran is temporarily unavailable, Mr. Steve Patterson will be the associate in charge and the City's contact. AKM's staff has the unique ability to inspect electrical and control systems, as well as coating and lining systems for water, wastewater and treatment applications. It is a requirement for all AKM Construction Management Team Members to possess the ability to inspect these aspects of construction. As such, there is a greater level of inspection continuity and quality assurance amongst the various aspects of construction since it inspected by the same individual. Often times when projects are staffed with multiple inspectors assigned to individual trades, inspection responsibilities become blurred and important details are over-looked. This also enables AKM to have greater control over the quality of inspections and translates to cost savings for the City.

Our construction management and inspection team is represented in the organization chart in this Section. The key team members for this project are listed at the end of this Section along with their detailed description and biography. We are able to provide additional superbly qualified resources that work with AKM on select projects if need be.

MR. EMIN KAYIRAN, CPII - Role: Project Manager / Director of Construction Management Services **Years of Experience:** 19 **Years with AKM:** 19
Mr. Emin Kayiran, CPII, who has been a Construction Manager and Senior Resident Engineer with AKM for over 19 years, has a broad background in construction management, inspection, and scheduling. Mr. Kayiran's experience includes management and inspection of treatment facilities; wells; pipelines; pump and lift stations; street improvements including traffic striping; rehabilitation and slurry seal; reservoirs; concrete structures; protective coatings and linings; electrical, control and SCADA systems; management of hazardous materials removal; shoring systems; dewatering; and ground settlement monitoring. Additionally, Mr. Kayiran has provided shop drawing review, claims management, cost control, change order preparation, change order negotiation, startup testing and inspections, warrantee

inspections, warrantee work coordination with contractors, utility coordination and constructability review services to municipal agencies. He is trained in schedule and delay analysis and well versed in Primavera P6.

Mr. Kayiran has served as an on-call construction manager for West Basin Municipal Water District, South Coast Water District, Ontario Municipal Utilities Company, the City of Cypress, the City of Santa Ana, the City of Fontana, the City of Stanton, Water Replenishment District, the City of Long Beach and an on-call construction inspector for the City of Seal Beach.

Mr. Kayiran recently served as a Subject Matter Expert for the American Public Works Association in support of an overhaul of their public infrastructure inspection training and certification material. During this effort, he co-authored a new training module on the inspection of pumping and treatment facilities for inclusion in the updated manual which was published in 2019. He was a co-presenter and speaker for "De-mystifying Risk" an Engineering News Record webinar.

Mr. Kayiran will be responsible for developing project specific construction management and inspection procedures for any assignment. He will also ensure that field construction management and inspection work is being carried out in strict accordance with the project goals and scope of work.

MR. STEVE PATTERSON - Role: Construction Manager / Senior Construction Inspector
Years of Experience: 34 **Years with AKM**: 15

Mr. Steve Patterson, a Construction Manager/Senior Resident Engineer with AKM since 2008, has over 30 years of public infrastructure construction, operation, maintenance, and design experience. Mr. Patterson has significant experience managing and inspecting construction with an emphasis in public works capital improvement projects. He has served as a Utilities Operations Supervisor for a municipally owned water/wastewater utility in a coastal community. Additionally, Mr. Patterson has thorough knowledge of, and training in occupational hazards and safety precautions and requirements as they pertain to the construction, operations and repair of public works infrastructure. Mr. Patterson is also thoroughly familiar with the requirements of both Caltrans and the U.S. Army Corp. of Engineers for State and Federally funded local projects.

MR. MIKE FREDRIKSZ - Role: Senior Construction Manager / Senior Construction Inspector
Years of Experience: 30 **Years with AKM**: 6

Mr. Mike Fredriksz has more than 30 years of experience providing construction oversight of Capital Improvements and large residential development projects. Prior to joining AKM, he served as the Inspection Services Supervisor for Irvine Ranch Water District. Mike's project experience includes water, recycled water and wastewater facilities, reservoirs, pipelines, pump stations, sewer lift stations, buildings, treatment plants, street rehabilitation and slurry seal. He has been extensively involved with multiple stakeholders including the public, elected officials, developers, contractors, engineers and architects. His responsibilities have included monitoring construction activities, traffic control, preparing daily construction reports, verifying compliance with plans and specifications, maintaining record drawings, performing final inspections and presiding over facility startups. Mike has knowledge and experience with project management, submittal process, RFI and change orders.

MR. JACOB LILLENGREEN, EIT-FE, CMIT - Role: Construction Manager **Registration**: Engineering in Training (CA); Fundamentals of Engineering; CMIT Level 3 **Years of Experience**: 6 **Years with AKM**: 2

Mr. Lillengreen has 6 years' experience in engineering and construction management working on various public works projects. He possesses communication and organizational skills to provide valuable support for construction projects. He is well versed in processing RFIs, submittals and change orders in a timely matter. Mr. Lillengreen has an extensive computing background and is highly proficient in AutoCAD, Bluebeam, and a range of Microsoft programs. He has experience in multiple project management software as well including Procore, EADOC, VPO and Unifier.

MR. RYAN BIGGER - Role: Senior Construction Inspector / Specialty Inspection
Registration: ICC Special Inspector Certification – Reinforced Concrete; Pre-Stressed Concrete; Structural Masonry; Spray Applied Fire Proofing; Structural Steel and Bolting **Years of Experience**: 10 **Years with AKM**: 3

Mr. Ryan Bigger is an experienced Construction Inspector who began his career as a materials testing technician and Special Inspector. Mr. Bigger has a strong background in reinforced concrete structures, geotechnical remediation, structural bolting, piping and protective coatings. Mr. Bigger has provided inspection services for pipelines, treatment plants, pump stations, road and highway work, grading operations, municipal buildings and airports. He applies a meticulous attention to detail to all of his projects.

MR. ROBERT BOSTIC - Role: Senior Construction Inspector
Registration: SWRCB Grade IV Water Treatment Operator; SWRCB Grade IV Water Distribution Operator
Years of Experience: 18 **Years with AKM**: 4

Mr. Robert Bostic, a former United States Marine Corps Sergeant, has more than 17 years of experience providing construction management, inspection services and operations and maintenance services. Robert's project experience includes water treatment facilities, natural gas systems, street maintenance, desalination plants, as well as operations, and management. He is a licensed Grade

IV Water Treatment Operator and Grade IV Water Distribution Operator. Having served as a construction manager and inspector, as well as a treatment plant and water distribution operator, Mr. Bostic brings a uniquely well rounded perspective to the projects he serves.

MR. BRAD JACKSON - Role: Construction Inspector
Years of Experience: 30+ **Years with AKM**: 1

Mr. Jackson has spent the past 30 years with the Irvine Ranch Water District. He has progressed from a position in the warehouse learning the basics of pipes, fittings and appurtenances to managing a team of dedicated construction inspectors overseeing and inspecting projects from housing tracts to the construction of District pipelines, reservoirs, pump stations, well rehabilitations and chemical feed facilities. He possesses excellent oral and written communication skills and take great pride in composing documentation and reports. Collectively, with his experience and education, he will provide excellence in inspection services. Mr. Jackson has inspected several pipelines, many of which required close coordination with the staff of other involved agencies, and were constructed within major arterial roads.

MR. JACOB HUFFMAN - Role: Construction Inspector / Special Inspector
Years of Experience: 20+ **Years with AKM**: 2

Mr. Jacob Huffman, a seasoned construction inspector, is a certified ACI Concrete Field Testing Technician, ICC Certified, and Caltrans Certified inspector who possesses over 20 years of experience in construction inspection for underground water, sewer, storm drain, and other utility work, as well as water resource related facilities such a pump stations, treatment plants and reservoirs. His experience also includes a variety of street rehabilitation work and municipal buildings. Mr. Huffman has inspected all phases of construction of new facilities, as well as rehabilitation of existing facilities from inception to completion. His in-depth knowledge of soils and construction related materials such as asphalt concrete, concrete and structural metals, make him a valuable asset to all projects he serves on.

MR. FRANK MORALES - Role: Construction Inspector
Years of Experience: 30+ **Years with AKM**: 4

With more than three decades of performance-based progression to senior-level executive management, Mr. Morales has a well-honed and proven background in construction management, construction supervision, inspector of record, owners' representative, architectural, civil engineering design skills, sales and customer service. His strengths include the ability to communicate on every level required to perform any given task. Mr. Morales is a inspector who is a highly motivated and results oriented professional possessing exceptional leadership and communications skills. He has a solid track record of consistently meeting and exceeding individual, departmental and company goals and expectations. His experience ranges from treatment plants, recycled water pipelines and pumping facilities to large commercial buildings and tenant improvements.

MR. CRAIG (C.J.) ERVIN - Role: Construction Inspector
Registration: Grade 3 California Water Treatment Operator; AWWA Grade 2 Distribution Operator **Years of Experience**: 30+ **Years with AKM**: 8

Mr. Craig (CJ) Ervin, a licensed Grade 3 California Water Treatment Operator who possesses over 30 years of experience in construction inspection for water reclamation plants, water and sewer pump stations, street improvements, building projects, pipelines and infrastructure. As a Construction Inspector, Mr. Ervin has inspected all phases of construction of new facilities, as well as rehabilitation of existing facilities from inception to completion, working closely with Contractors, Developers, public agency engineering teams and utilities. Additionally, Mr. Ervin has provided claims management, cost control, change order preparation, change order negotiation, warrantee inspections, warrantee work coordination with contractors and constructability review services to municipal agencies.

MR. LEVI HARRIS - Role: Construction Inspector
Years of Experience: 4 **Years with AKM**: 1

Levi Harris is seasoned construction professional who has a broad background in pipeline construction, treatment facilities, as well as building, programming, retrofitting, and repairing electrical and control panels. Mr. Harris previously worked for a construction contractor specializing in oil and gas pipelines. He leverages his well-rounded experience to provide exceptional inspection service to AKM's clients, and prides himself in thorough documentation practices.

SECTION 6 EXPERIENCE AND TECHNICAL COMPETENCE

The scope of services offered by AKM includes all facets of planning, design and construction management for public works construction projects. We have a long and distinguished record of providing on-call services to public agencies and have been providing Project Management, Construction Management and Inspection Services for over 25 years. A full listing of services offered by AKM is as follows:

CONSTRUCTION MANAGEMENT AND SUPPORT

- Contract Administration
- Inspection
- Construction Management
- Resident and Field Services
- Procurement
- Start-Up and Acceptance
- Project Close-Out
- Estimating
- Schedule and Delay Analysis

STORMWATER, WASTEWATER, POTABLE WATER, AND RECYCLED WATER

- Master Plans
- Water Treatment
- Water Reclamation
- Odor Control
- Solids Handling
- Outfalls
- Collection Facilities
- Pump and Lift Stations
- Storm Drains and Channels
- Detention Basins
- Permitting and Regulatory Compliance
- Pipeline and Transmission Facilities
- Wells
- Storage Facilities
- Deficiency Reports and Inventories
- Capital and Facilities Plans
- Improvement Plans
- Hydraulic Analysis
- Hydraulic Structures
- Reservoirs and Lakes
- Water Quality

TECHNICAL SERVICES

- Supervisory Control and Data Acquisition (SCADA)
- Geographic Information Systems
- Operations and Maintenance
- CADD (Microstation, AutoCAD)
- Scheduling

PLANNING

- Project Planning
- Potable Water, Recycled Water, Waste Water, and Storm Water Master Plans
- Facility Planning
- Economic and Financial Planning
- Conjunctive Use Planning
- Sewer System Management Plans (SSMP)
- Rate Studies
- Urban Water Management Plans
- Water Supply Assessments

ON-CALL SERVICES CONTRACTS

AKM entered into on-call contracts for construction management and inspection with the following agencies:

- City of Ontario
- City of Anaheim
- City of Corona
- City of Cypress
- City of Fontana
- City of Huntington Beach
- City of Long Beach
- City of Los Angeles
- City of Seal Beach
- City of Stanton
- Camarillo Sanitary District
- County of Orange
- Garden Grove Sanitation District
- LACDPW
- South Coast Water District
- Water Replenishment District
- West Basin MWD

REFERENCES

City of Long Beach – 333 W. Ocean Blvd., 9th Floor, Long Beach, CA 90802
Contact: Colin Averill (562) 570-6679 colin.averill@longbeach.gov
Alvin Papa, Currently Deputy Director of Public Works for the City of Huntington Beach (714) 536-5503
Project: On-Call Construction Management and Inspection Services
AKM Staff: E. Kayiran (PM), S. Patterson (CM), M. Fredriksz (Inspector), R. Bostic (Inspector), J. Huffman (Inspector), J Lillengreen (CM), R. Bigger (Inspector), F. Morales (Inspector)C. Ervin (Inspector)
Construction Cost: $35,000,000 **A/E Fee**: $2,400,000 (TO DATE) **Completion**: 2017-Present

City of Cypress – 5275 Orange Avenue, Cypress, CA 90630
Contact: Mr. Doug Dancs, Community Development Director (714) 229-6344 ddancs@ci.cypress.ca.us
Project: On-Call Construction Management and Inspection Services
AKM Staff: E. Kayiran (PM/CM), S. Patterson (CM), M. Fredriksz (Inspector), R. Bigger (Inspector), C. Ervin (Inspector)
Construction Cost:$15,000,000 for projects completed to-date **A/E Fees**:$1,300,000 **Completion**:2015-Present

South Coast Water District – 31592 West Street, Laguna Beach, CA 92651
Contact: Ms. Taryn Kjolsing, Principal Engineer (949) 499-4555
Project: On-Call Construction Management and Inspection Services
AKM Staff: E. Kayiran (PM/CM), S. Patterson (CM), M. Fredriksz (Inspector),
Construction Cost:$10,000,000 for projects completed to-date **A/E Fees**:$1,000,000 **Completion**:2020-Present

West Basin Municipal Water District – 17140 S. Avalon Boulevard, Suite 210, Carson CA 90746
Contact: Ms. Veronica Govea, Project Manager (310) 660-6269 veronicag@westbasin.org
Project: On-Call Construction Management and Inspection Services
AKM Staff: E. Kayiran (PM/CM), S. Patterson (CM), M. Fredriksz (Inspector), R. Bostic (Inspector), J. Huffman (Inspector), J Lillengreen (Inspector), R. Bigger (Inspector), F. Morales (Inspector), C. Ervin (Inspector)
Construction Cost:$30,000,000 for projects completed to-date **A/E Fees**:$3,000,000 **Completion**:2016-Present

Water Replenishment District – 4040 Paramount Blvd., Lakewood, CA 90712
Contact: Mr. Mario Bautista (562) 275-4300 mbautista@wrd.org
Project: On-Call Construction Management and Inspection Services
AKM Staff: E. Kayiran (PM/CM), S. Patterson (CM), M. Fredriksz (Inspector), R. Bostic (Inspector), J. Huffman (Inspector), J Lillengreen (Inspector), R. Bigger (Inspector), F. Morales (Inspector), C. Ervin (Inspector)
Construction Cost:$20,000,000 for projects completed to-date **A/E Fees**:$1,200,000 **Completion**:2018-Present

LOCAL EXPERIENCE AND KNOWLEDGE OF THE CITY

AKM has been working for the City of Ontario for over 20 years, primarily on planning assignments for its sewer system. AKM's first planning assignment was the New Model Colony 2001. This plan was the beginning stages of the backbone sewer system in the Ontario Ranch area that today is rapidly being developed from agricultural lands into a residential, commercial, and industrial community. AKM next assisted the City with the phasing of sewer pump station improvements and removals in 2003. Over the next 20 years, AKM prepared multiple Sewer Master Plans, Water Master Plans, and special studies. Due to the extensive amount of planning work AKM has completed for the City over the years, AKM staff has extensive knowledge of the City's water and sewer systems as well as the regional/local issues. AKM staff is also extremely familiar with the water and sewer hydraulic models.

For the past 5 years, AKM has been providing Construction Management and Inspection Services to Ontario under an on-call services contract. In this time AKM has been retained for the following projects

- Riverside-Jurupa Recycled Water Project – Constructability Review
- Equipping of Well 43 – Construction Management and Inspection (*Currently in the Startup Phase*)
- Pressure Reducing Valve (PRV) Rehabilitation Phase 1 – Construction Management and Inspection (*Currently in the Preconstruction Phase*).
- Mercedes Lane and Ferrari Lane Sewer Improvements – Construction Management and Inspection (*Currently in the Preconstruction Phase*).

PROJECT SPECIFIC EXPERIENCE

AKM Consulting Engineers has a long and distinguished track record in providing quality engineering services, especially with respect to planning, design, and construction support of water, recycled water, and wastewater systems. Specific examples of

AKM's experience related to on-call water engineering services are listed below.

EQUIPPING OF WELL NO. 43
City of Ontario – 1425 S. Bon View Avenue, Ontario, CA 92761
Contact: Mr. Thomas Palmieri, 909-395-2688 tpalmieri@ontarioca.gov
Role: Prime Construction Management / Inspection **Contractor**: RC Foster
AKM Staff: E. Kayiran (PM); M. Fredriksz (CM); R Bigger (Inspector); R. Bostic (Inspection)
COMPLETE UNDER THE ON-CALL SERVICES CONTRACT

AKM Consulting Engineers is currently completing construction management and inspection services for the project which includes construction of a new water production well facility including a block building, installation of a 800kW emergency stand-by generator, installation of a vertical turbine pump and motor, onsite piping, onsite hypochlorite generation system and equipment, electrical controls, and site work.





LONG BEACH MUNICIPAL STORMWATER TREATMENT FACILITY (LB-MUST)
City of Long Beach – 411 W. Ocean Blvd., 5th Floor, Long Beach, CA 90805
Contact: Mr. Colin Averill (562) 570-6679 colin.averill@longbeach.gov
Role: Prime Construction Management / Inspection Contractor: Phase I – All American, Phase II – Sully-Miller/Keller, Phase III – Shimmick Construction Co./E2 Construction
AKM Staff: E. Kayiran (PM); S. Patterson (CM), J. Lillengreen (CM); CJ Ervin (Inspection); M. Fredriksz (Inspection); R. Bostic (Inspection); J. Huffman (Inspection); L. Harris (Inspection)
COMPLETE UNDER THE ON-CALL SERVICES CONTRACT

AKM is currently providing construction management, inspection, and design quality control services for the City of Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Facility. The project will intercept non-stormwater runoff and a percentage of the first-flush storm flows generated within the City of Long Beach urban watersheds prior to discharging to existing storm drain outfalls flowing into the Los Angeles (LA) River and the Los Angeles River Estuary.



A majority of the City's urban drainage systems are older facilities, which were originally designed with the focus on flood protection and are not currently equipped to address urban stormwater pollution. The proposed LB-MUST facility will assist in the compliance with stormwater pollution and discharge regulations requirements and potentially provide the opportunity as a source for alternative water supply in the future. The intercepted flows from different locations within the City's urban watersheds will be collected and diverted to a centralized downstream advanced treatment facility and storage pond. The key elements of this system include:



- Multiple upper watershed diversions to intercept and collect flows located "in-line" along each of the existing storm drains tributary to the LA River and small diversion pump stations at each diversion structure;
- Diverting flows from existing stormwater pump stations through their sump pumps
- Hydraulic conveyance systems (pipes and/or open channel) to deliver captured runoff for downstream treatment
- Advanced water treatment facility composed of multiple treatment elements and ponds / wetlands
- Upper watershed BMPs / storage basin facilities; and
- Potential future benefit as an alternative water supply source.

The project is divided into three (3) phases (clearing and grubbing/ initial site preparation (underground utilities and ground stabilization), treatment facility construction, and conveyance system construction).

LB-MUST Street Improvements - AKM completed the construction management and inspection of the clearing and grubbing/initial site preparation phase in 2018. This phase included clearing and grubbing of the proposed site, initial rough grading of the site, removal of buried railroad tracks and ties, installation of K-rail and fencing around the site, establishment of long term stormwater best

management practices (BMPs) for the disturbed area and weekly BMP inspections. The work also required the City to relocate a homeless encampment within the work zone. In 2020, AKM completed providing construction management services for Phase II of the program which included the construction of a new low voltage electrical service, reconstruction and realignment of the roadway fronting the proposed treatment plant site, underground utilities such as water, storm drain and recycled water, as well as the installation of 3,100 linear feet of the conveyance pressure pipe system.



LB-MUST Ground Improvements – This phase of the project was completed in January 2021. Work included furnishing all plant, labor, equipment, and materials; performing all operations as required to construct the deep soil mixing (DSM) ground improvements; and providing all associated testing, monitoring, sampling, and recording. Specific work included: mobilization/demobilization; SWPPP; excavation and placement of 2 stockpiles; disposal of hazardous soil; surveying; Deep Soil Mixing construction in full compliance with bid documents; quality control; and construction of a load transfer platform

LB-MUST Treatment Plant and Wetlands - AKM provided quality control and constructability review of the proposed treatment plant and conveyance system design of the 90 percent design package and is currently providing construction management and inspection during construction. The treatment is designed with the ability to treat both brackish and non-brackish influent flows through separate treatment trains. The treatment process train consists of influent strainers, ceramic membrane ultra-filtration (UF), and an advanced oxidation process (UV/AOP). The ancillary processes include process pumping, process storage tanks, chemical feeding, and air supply. An RO system can be added to the treatment train in the future, downstream of the UV/AOP, to reduce TDS of the effluent and/or provide additional barriers for potential potable reuse. The ceramic membrane system, which consists of two (2) 1 million gallon per day (MGD) units as well as the UV/AOP were pre-purchased by the City. The treatment facility will be housed within a 9,000 square foot cement masonry unit building with electrical, chemical and control rooms, and will include an HVAC system. Also being constructed is a wetlands and walking path.

JOINT TRANSMISSION MAIN VAULTS UPGRADE
South Coast Water District – 31592 West Street, Laguna Beach, CA 92651
Contact: Ms. Taryn Kjolsing, Engineering Manager (949) 499-4555 x3171 tkjolsing@scwd.org
Role: Prime Construction Management / Inspection **Contractor:** W.A. Rasic
AKM Staff: E. Kayiran (PM); M. Fredriksz (CM/Inspector)
COMPLETE UNDER THE ON-CALL SERVICES CONTRACT



AKM provided construction management and inspection services for the Joint Transmission Main Vault Upgrade Project for South Coast Water District. Work included construction of structural and mechanical improvements to four valve vaults, one water meter vault, and one drain unit. Scope of work included: removal of large diameter ball valves (24" and 30"), removal of 42" ball valve, removal of 24" water meter, extension of existing concrete vaults walls to above ground and installation of aluminum access hatches, installation of new ladders, vent pipes in the vaults, construction of 24" steel pipe spools in the place of removed water meter and valve, installation of Owner provided 30" ball valve and miscellaneous site work.

Problems/Issues: The major mechanical work was completed during a 14-day shutdown of the JTM line which required coordination with both SCWD and Moulton Niguel Water District operations staff as the JTM line is jointly owned and operated. In order for all work to be completed within the shutdown duration, and to the quality standards set forth in the Contract Documents, AKM's team conducted pre-shutdown field meetings and inspected all materials required for the work prior to the shutdown. The work during the shutdown was completed one day earlier than anticipated.

During the project, a section of pipe that was scheduled to be removed was discovered to be concrete encased and extend into two vaults. This required the pipe and concrete encasement to be removed and resulted in a much deeper excavation than anticipated. The deeper excavation extended below the groundwater table and the Contractor experinced trouble controling the groundwater and

providing dry conditions within the excavation. AKM's field team made recommendation and suggestions which, when implemented by the Contractor, improved the handling of groundwater and excelerated the construction in the deep excavation.

The project was located within a private gated retirement community and required close coordination with the property management company and community representatves. With consistent and clear communication regarding the construction activities and their potential impacts, the community representatives were able to properly plan and communicate with residents. As a result, the project received no resident complaints.

LEO J. VANDER LANDS WATER TREATMENT FACILITY CALCIUM CHLORIDE BULK STORAGE EXPANSION
Water Replenishment District - 4040 Paramount Blvd., Lakewood, CA 90712
Contact: Jessica Koop (562) 275-4219 jkoop@wrd.org
Role: Prime Construction Management / Inspection **Contractor**: Pascal and Ludwig
AKM Staff: E. Kayiran (PM). S. Patterson (CM/Inspector); C. Ervin (Inspector); R. Bostic (Inspection) ***COMPLETE UNDER THE ON-CALL SERVICES CONTRACT***





AKM provided Construction Management and Inspection services for the LVL Calcium Chloride Bulk Storage Expansion Project which entailed an expansion of the existing calcium chloride bulk storage system within the Leo J. Vander Lans Advanced Water Treatment Facility (LVLAWTF). The Project provided a new 5,000 gallon tank resulting in total storage capacity of 10,000 gallons. Construction elements necessary for completion of the system expansion included demolition work and clearing of the proposed location of the expanded bulk storage system, relocation of an existing RO pilot system and termination of associated piping, conduit and wire; potholing of existing utilities and verification of the availability of existing spare electrical conduits; construction of a steel framed canopy and roof including a reinforced concrete slab and containment wall coated with a corrosion resistant coating; new double containment piping, chemical pipe trench, and valves including a new calcium chloride fill station and a connection to the calcium chloride metering system; installation of a new 5,000 gallon high density polyethylene calcium chloride storage tank; new electrical conduit and conductors, new instrumentation, as well as integration with the existing SCADA system.

LOS ANGELES "SOFI" STADIUM AND ENTERTAINMENT DISTRICT AT HOLLYWOOD PARK RECLAIMED WATER PLANS PHASE 1 - West Basin Municipal Water District – 17140 South Avalon Blvd., Suite 210, Carson, CA 90746
Contact: Mr. Kevin Cullen (310) 217-2411 kevinc@westbasin.org
Role: Prime Construction Management / Inspection **Contractor**: Ferreira Costal Construction
Construction Cost: $10,000,000 **A/E Fee**: $175,000
AKM Staff: E. Kayiran (PM); M Fredriksz (Inspection); F. Morales (Inspection)
COMPLETE UNDER THE ON-CALL SERVICES CONTRACT

AKM provided Construction Inspection for the project which involved the construction of approximately 13,500 lineal feet of 8 inch to 12 inch PVC recycled water pipe. Also included were valves, air/vacs and blow-offs, as well as hydrostatic testing and flushing of the completed pipeline. The pipeline serves recycled water for irrigation at the new Los Angeles Rams/ Los Angeles Chargers "SoFi" Stadium and Entertainment District, as well as filling a lake within the entertainment district. The pipeline was constructed by Turner/AECOM, the developer of the stadium and entertainment district; yet will be owned and operated by West Basin Municipal Water District. With 49 different contractors working on the site each day, communication and coordination at the field level was critical to maintain schedule. The work on this portion of the project started and stopped at times to accommodate other work on the stadium. AKM therefore had to be extremely responsive to schedule changes and restarting work on short notice.





AKM has entered into On-Call Contracts with the following agencies in the past 5 years:

Agency	Dates	Type of Service
City of Fontana	2020-Current	On-Call (Construction Management and Inspection)
City of Paramount	2020-Current	On-Call (Construction Management and Inspection)
City of Santa Ana	2020-Current	On-Call (Construction Management and Inspection)
City of Corona	2019-Current	On-Call (Inspection Services)
West Basin Municipal Water District	2016-Current (third Term)	On-Call Construction Management
Water Replenishment District of Southern California	2018-Current	On-Call (Construction Management Services)
City of Cypress	2013-Current (third Term)	On-Call Construction Management/Engineering Support/ Testing and Inspection Services
South Coast Water District	2020-Current	On-Call (Construction Management and Inspection)
City of Long Beach	2016-Current	On-Call (Construction Management and Inspection Services)
Ontario Municipal Utilities Company	2016-Current	On-Call (Engineering Services for Construction Management and Inspection)

TECHNICAL COMPETENCE

COMPUTER APPLICATIONS

The achievement of superior construction management and inspection services is in-part assisted by the continued implementation of advanced computer applications, techniques and products. The office maintains in-house CADD capabilities, and engineering design work and computations are computer based. An in-house library of standard software application packages is maintained and continually updated. AKM also owns multiple ArcGIS, InfoWaterPro, InfoSewer, and InfoAsset software licenses.

AKM's Construction Management Team are equipped with tablets while in the field performing inspections. Unlike laptop computers, tablets are small, lightweight and therefore can accompany the field staff while inspecting most all locations on the project site, including excavations. This enables our field staff to document events in as close to real time as possible, as opposed to waiting for a break in the work and returning to the field office to utilize a laptop. It also allows field staff to send and receive emails while on site and complete the daily report as the day progresses. An additional benefit is that all project files will be stored on the tablet so that all project related documents can be accessed from anywhere on the site as opposed to keeping large, hard to transport file boxes requiring returning to the field office to search for documents.

The tablets are all wi-fi enabled allowing direct access to our server and web based project document control system. This way, daily reports, photos and all other field generated documentation can be entered directly into the system rather than being saved on the laptop and then copied into the particular document control system.

ELECTRONIC DOCUMENT CONTROL

Regardless of the type or size of the project, AKM's goal is to always be effective. In order to be effective, our time and effort must be focused on items and tasks that advance project progress. AKM knows how important documentation is to the construction process. So to marry these two objectives, effectiveness and well organized documentation, AKM employs electronic document control systems to assist in managing projects. Our team has been successfully leveraging electronic document control systems to execute projects for over a decade, and have found success with Procore.

Procore is designed to track, manage and store all project documentation. The System is web-based, requiring no enterprise software or servers, providing for turnkey deployment. System server hardware is managed by an independent third party avoiding any potential appearances of a conflict of interest.

AKM has recently used Procore in support of the City Projects. Our team is intimately familiar with the system, and is able to provide hands on training to the City staff.

The goals of implementing an electronic document control system will be to reduce document response turnaround time, eliminate redundant record keeping and data entry, improve transparency and accountability across project participants, and provide the City real-time access to all project information, documentation and overall project status. The City will receive an archived version of the entire system via a flash drive at the conclusion of each project. Training of all project users will be provided.

TECHNICAL STAFF

The staff presented in the Staffing Resources section of this proposal are the core planning and modeling staff at AKM. The entire

technical staff of AKM is comprised of recognized experts in water resources construction, operations and management. As needed, other AKM staff will be called upon for their expertise in any given project. Every assignment is managed by principals of the firm to ensure that the project receives detailed attention. All work is thoroughly reviewed by senior company officers prior to any milestone submittal or issuance of project documents.

STRENGTH AND STABILITY OF THE FIRM

AKM Consulting Engineers has been providing water resources engineering planning, condition assessment, design, and construction management/inspection services for over 33 years. Over 92% of our work has consistently been with repeat clients, which is a testament to the quality of our work. AKM has no bankruptcy, planned office closure or impending mergers that may impede AKM's ability to complete the project.

Our staff is made up of seasoned professionals who have worked together on numerous projects. They have been with the company for many years and have worked together even longer. They are experts in their fields. Our work is of very high quality, resulting in minimal, if any, change orders in implementation.

We provide as-needed/on-call planning, engineering, and construction management/inspection services to many agencies involving potable water, recycled water, wastewater, and stormwater projects.

PROJECT MANAGEMENT

AKM Consulting Engineers employs an "integrated project management" approach for each project. To ensure that the project delivers successful results, a work plan is established at the inception, and resource loaded work elements and a schedule are prepared. This schedule and work elements are integrated with the special needs of the project and the Client. Regular reporting of project status is accomplished by routine monitoring of progress against the established work elements and resource allocations by task. Any slips in schedule, technical difficulties, or unforeseen conditions are promptly recognized, quantified and addressed, and the Client is appraised. This approach results in technically superior work products completed within schedule and budget to full satisfaction of the clients.

SECTION 7: PROPOSED METHOD TO ACCOMPLISH THE WORK

As we understand, the City plans to engage the services of qualified Project and Construction Management consulting firms to partner with the City in delivering a variety of planned projects. The projects will vary in size and scope and will be initiated via task orders. Selected consultants will respond to task order requests via a concise, yet complete proposal. Responsiveness to task order requests is vital in order for The City to successfully deliver planned projects on time. AKM has a long history of providing first rate service to our clients through on-call engagements. We are therefore mindful of the need to maintain adequate resources to always be able to respond to the City when needed.

Project Management & QA/QC

Our Construction Management Team will diligently manage the project budgets so not to create budget overruns during the prosecution of our services. Although our assigned Project Manager will have ultimate responsibility for tracking, managing and reporting budget status to the City, every team member participates in project/budget management. Our Construction Managers, Field Engineers and Inspectors are required to thoroughly review and understand the project specific scope of work prior to beginning our services, and to log hours spent on the project daily. Our Project Manager reviews accrued project hours weekly. Additionally, the Project Manager carefully analyzes project costs and staffing requirements and assigns work hours to project team members the week before services are scheduled to be rendered. Adherence to our project budgets relative to construction percent completion based on schedule will be communicated to the City monthly for larger projects, weekly for shorter projects, or at any other interval desired by the City. The City will be notified in writing when reaching budget milestones of 25-percent, 50-percent and 75-percent of total cost exhausted. AKM will not exceed the budget limits agreed to.

Schedule Management

A critical component to any construction project, is the development and regular maintenance of a well-defined and coordinated Critical Path Method Schedule. The baseline CPM schedule will be the barometer from which Contractor's performance is evaluated. On any assigned project, as one of the first tasks, AKM will review the submitted qualifications of the Contractor's proposed Scheduler and address any issues regarding compliance with the Contract requirements. During the preconstruction phase of the project, the Contractor will be required to submit a baseline CPM schedule. For large complex projects, the baseline schedule will be refined following a scheduling meeting conducted between the AKM Construction Management Team, the City and the Contractor. The project specific scheduling requirements will be reviewed at the meeting. The goal of this very important meeting is to communicate all project requirements related to the development of the baseline schedule, as well as clarify any questions that the Contractor has. It will also serve as an initial review of the Contractor's proposed Work Breakdown Structure and activity ID/code structure. During this period, AKM will review the schedule for the overall feasibility and duration of specific

activities as well as evaluate interrelated activity constraints and carefully verify all predecessor and successor activities. We will also verify that the baseline schedule does not contain unnecessary lead/lags, level of effort or hammock activities, and does not contain preferential logic and float suppression techniques.

When reviewing a baseline schedule, it is critical that our team meticulously reviews the specifications to verify that all contractual work constraints are built into the schedule. For example, having the submission, review and approval of the MOP documents and subsequent safety checklists, tied to the actual shut downs when shutdowns are required on a project. This is also critical for startup activities including activities for pre-installation meetings, as well as activities for installation verification by manufacturer's representatives. Verifying that these critical activities and milestones are included in the baseline schedule and properly tied to other activities, is essential so that they can be carefully monitored during construction.

When critical activities approach their completion dates, or when non-critical activities begin to use up the allotted float, AKM will immediately bring such issues to the attention of both the City and the Contractor. Such schedule issues will proactively be discussed during Schedule Progress Meetings or if necessary, special scheduling meetings to determine causes of potential or actual delays, as well as solutions to avoid delays or account for time lost due to a delay. All changes made to the schedule will be carefully evaluated for acceptability each month. We will also verify all as-built information included in the updates against information included in the daily reports and daily tracking.

Our Project Manager and all of our Construction Managers are well trained and versed in Primavera P6. They will review time impact analysis (TIA) when submitted.

It is acknowledged that smaller projects may be assigned that do not require the use of scheduling software. However, review and maintenance of the schedule during construction remains important despite the simplicity of the schedule. A scaled approach, similar to the one described above, will be implemented for smaller projects.

METHODOLOGY

Our goal on any project is to see that quality facilities are constructed on time and within budget, so that such facilities will be a benefit to the City's customers for their full useful life. In order to effectively complete projects, AKM's Construction Management Team becomes a close partner and extension of our clients. We are sensitive to the fact that the City's internal staff has a variety of day-to-day responsibilities beyond any particular construction project. That being said, we have been extremely successful handling the project management workload for our clients during construction, yet still keeping assigned client staff fully abreast of project progress and status. AKM understands that no two agencies or projects are the same, all containing their own unique challenges and nuances. Our Construction Management services are specifically tailored for each client and project to properly serve their best interest and overall project success. For any task order assignment, the project is carefully examined so that the client's goals and objectives are clearly understood by the AKM Team prior to beginning our services. For proposed projects to be successful, detailed and timely attention must be given to the key issues unique to each project. Our methodology for successfully completing any assigned project involves promptly identifying and addressing the key project issues. AKM will begin all projects with identifying key project issues and take proactive measures and planning to mitigate potential impacts. The following describes our methodology for handling common issues that occur during construction projects:

Changes in the Construction Industry

The engineering and construction industry has seen more change during the past three years, than it had in perhaps the previous 10 years. Two of the most influential factors driving this rapid change have been the global COVID-19 pandemic, and world-wide supply chain issues/shortages of materials and equipment. Both of these factors have required a new way of planning, and approaching projects ranging from on-site safety, to dealing with abnormally long lead-times for materials and equipment. These impacts have required project teams to be adaptable and collaborative to overcome day-to-day effects on projects. The teams that have learned, adapted, and evolved, remain the best positioned to guide their clients through the obstacles that today's construction industry are now faced with.

Construction Inconvenience

The City's service area encompasses residential, commercial, industrial and retail areas and high traffic roads. All projects within the public right-of-way present a traffic burden to residents and businesses near the project areas. Projects near residents and business can affect normal traffic flows, parking, as well as impede ingress and egress to properties. Although Contractors are required to mitigate construction nuisances, it is the Construction Management Team's responsibility to enforce such mitigation measures. The potential always exists for dust and fine debris to create unfavorable conditions for the nearby public. Utility services may be interrupted at times during construction for activities such as tie-ins, service switch-overs and startup testing. The greater the inconvenience to the public, the more the public will become discontent with the projects. Minimizing the burden to the public during construction is instrumental in achieving successful projects.

Construction Completion Time

In construction, time is always of the essence. Due to the magnitude and potential impacts to the public of capital improvement projects and impacts while working with the City's existing facilities, there is an even greater need for completing the work within the allotted contract duration. Additionally, the longer projects extend, the greater the burden is to the public, increasing complaints, and overall dissatisfaction. This also holds true for the existing facilities as projects may require shutdowns to equipment or entire processes which can disrupt normal operations. Projects which overrun the schedule also tend to result in a higher overall cost when finally completed.

Potential for Utility and Other Conflicts

Anytime construction occurs within public right-of-way, or involves subsurface construction, an elevated level of risk for conflicts exists. Utility locations shown on the Contract Drawings usually are carefully located and plotted based on the available existing records. The accuracy of the locations represented on the Contract Drawings is contingent upon the accuracy of the available utility records, and potholing conducted during design. A potential utility conflict could result in a redesign of proposed facilities and/or relocation of interfering utilities creating schedule delays, increased costs and longer impacts to the public at large. Conflicts can also occur with nearby residential, commercial, and retail property owners where construction impacts to them are not realized until after construction commences. This can create public resistance to the projects and may cause delays while the impacts are mitigated.

Coordination with Multiple Project Participants

As AKM has learned on our previous construction management assignments, projects require close and cooperative coordination with outside agencies, the City's other departments, as well as the many utility agencies owning facilities within City boundaries.

Different entities may have different project concerns and require varying levels of communication. Outside agencies will feel the most at ease and comfortable with projects when they receive clear, timely and accurate information regarding the project. It will also be paramount to understand each party's unique concerns and perspective regarding the project prior to the start of construction, to be able to best plan how to keep them informed.

Construction Management Methodology

What are evident in the paragraphs above are the interrelationships of the key project issues. A direct effect of one of the issues results in an unintended effect to the others. As the City's Construction Management Consultant, AKM will effectively, promptly, and proactively monitor and manage project issues for the entire duration of our services on the projects. Our approach to our services is described in the paragraphs below.

Evolve and Adapt

In a rapidly changing construction industry, where wide ranging material cost fluctuations, local mandates and material shortages have become commonplace, the standard "playbook" often times does not apply, or does not produce results. For this reason, AKM adopts an "evolve and adapt" philosophy in the performance of our services. AKM carefully monitors trends in the industry and communicates regularly with our clients regarding how current events/industry changes might affect projects. When challenges on projects arise that are a result of such industry changes, we partner with our clients to suggest the best path forward. Often times this involves thinking differently about solutions and not being constrained by past ways of resolving such matters. In all cases, AKM always advocates for solutions that serve the best interest of the City and the project.

A Commitment to Documentation

AKM takes great pride in our project document control believing that effectively managing project documents reduces our client's risk, can help avoid and resolve project disputes, improves project lifecycles, and promotes Contractor accountability. We will keep project documentation in strict accordance with the project requirements. Such diligence is a representation to involved parties that prudent project management and administration is being implemented. Project documents will be ready for review and/or audit anytime one is mandated or requested. Our commitment to documentation will also allow the Construction Management Team to verify that all required submittals, schedule updates, schedule narratives, monthly reports, shutdown plans/MOPs as well as red line drawings are being submitted in a timely manner by the Contractor so that construction progresses as planned.

Be Responsive

Capital improvement construction projects are a dynamic and ever evolving endeavor. Circumstances can change without warning and as previously mentioned, time is always of the essence. It is therefore a hallmark of the AKM Construction Management Team to be extremely responsive to the Contractor, the City, other City departments, Design Engineer, utility companies owning facilities within the project boundaries, as well as any other project stakeholders. We are committed to the projects we serve day and night; our day does not end at 5:00 PM. AKM will diligently and expeditiously respond to project participants, transmit necessary information, and coordinate between various project participants throughout the project. Our commitment to be as responsive as

possible will aid in avoiding delays, as well as maintaining good project relationships with all involved parties.

Being responsive also means that we are there for the City when needed, even when we are not actively working on a project. AKM will always respond to task order requests and has a history of quick turnarounds for task order proposals. We are also able to respond to work requests and mobilize on short notice.

Communicate Early and Often

AKM understands that it is part of a team that includes the Contractor, the City, the Design Engineer, residents, as well as the general public sharing in the common goal of project completion on time and within budget. Our communication efforts will begin from the commencement of projects, during preconstruction activities, and continue through completion. Coordination and cooperation amongst project participants is best achieved when relationships founded on open communication are established. Such communications will allow AKM to most effectively deal with problems identified with the schedule, delays, utility conflicts, differing site conditions and concerns related to construction and working with all involved parties.

AKM employs a productive and efficient approach to project meetings in order to maximize communication. To accomplish this, all meetings hosted by AKM have a purpose and direction. A well thought-out agenda is prepared to facilitate meaningful discussions that inform the processes and are geared towards resolution of issues, rather than gathering a group of people in a room and permitting a free-for-all discussion.

AKM advocates meeting with Contractors informally prior to the preconstruction meeting, so that our teams can meet and begin building a working relationship. This provides an opportunity for the Contractor to share project concerns, and AKM to express expectations prior to being in a room full of the design engineers, the City and outside agencies. The practice of this informal meeting has paid dividends on past projects, building trust between the construction management team and Contractor, as well as setting a collaborative tone for the project.

Diligently Pursue Project Completion

A lagging or drawn out project completion period can create a perception that an otherwise successful project is not successful. Project closeout within the schedule is of the utmost importance to AKM. We will diligently pursue all completion activities including collection of all final compliance paperwork from the Contractor, final payment quantities, operation and maintenance manuals, completion of as-built record drawings, final guarantees, warrantees, and final lien releases. Our diligence will help ensure that the project comes to an expeditious closure, that permit requirements are met and closed-out within the time limits specified, that the project presents no further burden to the public or existing facilities, and that the completed improvements turned over to the City for beneficial use is of the highest quality, and is properly tested to function as intended by the design.

We understand that abbreviated proposals will be solicited from each selected Consultant for each specific Task Order.

Scope of Services and Schedule

As previously mentioned in the scope of work section, AKM has a strong history of being able to quickly respond and mobilize for resolution of all issues. AKM is able to do this by not over committing our resources. We have analyzed our current workload and are offering an elite team who will maintain the necessary availability for the life of the Contract. Additionally, responsiveness is a hallmark of our team. We understand the importance of being responsive to our clients in order to facilitate timely commencement, progress, and conclusion of any assigned project.

While project schedules will largely be driven by contractually required milestone dates, and construction schedules developed by the awarded contractor, AKM will maintain consistency in our response timeframes to ensure we are playing an active role in advancing projects forward. The following are our proposed response times or deliverable timeframes.

- **Response to Change Order Proposals**: 1 to 3 business days depending on size, scope and complexity of the change order.
- **Submission of Daily Reports**: All Daily Reports will be submitted by 9:00 AM the following business day. In most cases, the Daily Report will be provided the same day.
- **Baseline Schedule Review**: 1 to 5 business days depending on size and complexity of the schedule submitted.
- **CPM Schedule Update**: 1 to 2 business days depending on number of changes made in the schedule.
- **Monthly Report**: 5 business days following the last working day of the Month.
- **Field Compliance Documents**: Field compliance documents such as materials certificates, material tickets and testing reports will be kept in the master project file and made available to the City within 2 business days. Additionally, a copy of the documents will be included as an attachment in the Inspector's Daily Report.
- **As-Built Drawings**: 2 business days once reconciled with the Contractor's records.
- **Closeout Documents**: 1 business day once received from the Contractor.
- **Request to Mobilize for the Project**: 1 business day.

- **Deployment of Web Based Project Management or Document System**: 2 to 4 business days.
- **Meeting Minutes**: 1 to 3 business days depending on length and complexity of the meeting.

SECTION 8: HOURLY RATE SCHEDULE

AKM's proposed Rate Schedule is presented below.

Labor Classification	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	$253	$261	$269
Principal Engineer	$253	$261	$269
Project Manager	$246	$253	$261
Project Engineer	$234	$241	$248
Senior Construction Manager	$233	$240	$247
QA/QC Manager	$233	$240	$247
Senior Engineer	$215	$221	$228
Construction Manager	$200	$206	$212
Senior Field Engineer / Inspector	$197	$203	$209
Field Engineer / Inspector	$173	$178	$184
Associate Engineer	$167	$172	$177
Staff Engineer	$148	$153	$157
Financial Analyst	$136	$140	$144
Senior Designer / Senior CADD Technician	$117	$121	$124
Designer / CADD Technician	$109	$112	$115
Assistant Engineer	$107	$111	$114
Engineering Technician	$99	$102	$105
Engineering Aide	$84	$86	$89
Office Support	$84	$86	$89
Data or Word Processing	$81	$84	$86

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at $0.75/mile. This schedule of rates is in effect until December 31, 2026, at which time it may be adjusted.

SECTION 9: INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2019

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

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

PRODUCER
Dealey, Renton & Associates
License # 0020739
P. O. Box 12675
Oakland CA 94604-2675

CONTACT NAME: Nancy Ferrick
PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193
E-MAIL ADDRESS: nferrick@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Sentinel Insurance Company	11000
INSURER C: Travelers Casualty and Surety Co of America	31194
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AKM Consulting Engineers, Inc.
553 Wald Street
Irvine CA 92618-4627
AKMCONSUL

COVERAGES CERTIFICATE NUMBER: 1003951934 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER	Y	Y	57SBWLU8719	9/20/2019	9/20/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	57SBWLU8719	9/20/2019	9/20/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	57SBWLU8719	9/20/2019	9/20/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57WEGZ50250	9/20/2019	9/20/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			105344511	9/20/2019	9/20/2020	$2,000,000 $2,000,000	per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROPOSAL PURPOSES ONLY. AN ACTUAL CERTIFICATE WILL BE ISSUED AT THE REQUEST OF THE NAMED INSURED.

CERTIFICATE HOLDER
*****SAMPLE CERTIFICATE*****

CANCELLATION 30 Days Notice of Cancellation
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 10: LITIGATION

AKM has no history of any claims filed in the past five years.

SECTION 11: OTHER INFORMATION

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

AKM Consulting Engineers has provided services to public agencies for over 33 years. Over 92% of our work is with repeat clients, such as the City of Ontario (23 years), City of San Clemente (33 years). This is because we complete our work efficiently, within budget to the extent that it is within our control, and to very high quality. On all of our On-Call PM and CM Agreements with Public Agencies, AKM has always responded to every task order request sent to us.

B. Description of community involvement.

AKM Consulting Engineers has been a sponsor of the City of Ontario's State of the City for several years. Our staff volunteers time in mentoring and teaching civil and environmental engineering students in project design classes. We offer internships to civil engineering students.

C. Description of any previous involvement with the City.

AKM Consulting Engineers has been providing services to the City of Ontario for over 23 years. The list below is a partial list of past engineering services provided to the City. Additional information can be provided, if such is requested.

Sewer Projects	Water Projects
Sphere of Influence Master Plan (2000)	Water Master Plan (2012, 2020)
Sewer Pump Station Phasing Plan (2003)	Recycled Water Model Update
New Model Colony Sewer Master Plan (2001, 2006, 2007)	Recycled Water Pressure Zone 930 Study (2014)
IEUA Connections (2004)	Urban Water Management Plan (2010)
Old Model Colony Sewer Master Plan (2008)	CDA Connection to 1010 Analysis (2012)
Sewer Master Plan (2012, 2020)	Water Master Plan PRS Evaluation (2012)
Sport Arena Sewer Analysis (2006)	Well Time of Use and PRS Study (2013)
Edenglen Sewer Analysis (2007)	Supply to Pressure Zone 925 (2014)
Frontier Homes Development Sewer Study (2007)	Demand Factor Study (2016)
Guasti Winery, Airport Towers & Hofer Ranch Sewer Study (2008)	City of Chino Interconnection Study (2018)
Belmont Grove Business Park Sewer Analysis (2008)	925 Zone Pressure Discrepancy Study (2019)
Haven Airport Center Sewer Study (2008)	Parkside Water Analysis (2020)
Edenglen Lift Station Upgrades (2010)	TM-20316 Water Analysis (2020)
Archibald Ranch Sewage Pump Station	Ontario Airport 12-inch Outage Analysis (2020)
Vineyard and Holt Siphon Study (2009)	Ontario Ranch West Phase 2 Water Analysis (2019-2020)
Brooks Street Sewer Feasibility (2010)	Ontario Business Park Specific Plan Water Analysis (2020)
Hofer Ranch Sewer Analysis (2011)	
Sewer Master Plan CIP 5 Diversion Study (2011)	CDA Outage Study (2020)
Magnolia PS Safety Improvements (2011)	Ontario 1348 Pump Station 3 and 4 Evaluation (2020)
Meredith SPA Sewer Study (2014)	Interim Model Scenario (2021)
Armstrong Ranch Sewer Study (2015)	Chino and Grove PRS Study (2021)
Regional Connections Study (2017)	Equipping of Well 43 (2021)
Review of Meredith Sewer Capacity Analysis (2019)	Water Master Plan (2024)
Analysis of Inland Empire Blvd and Cedar Siphon (2019)	Recycled Water Master Plan (2024)
Mill Creek – Edenglen Specific Plan Sewer Analysis (2020)	
Ontario Center Specific Plan Sewer Analysis (2020)	
The Avenue Specific Plan Land Use Change Study (2020)	
Ontario Downtown C-D Block Sewer Analysis (2022)	
Ontario Downtown G-k Block Sewer Analysis (2022)	
Ontario NWC Euclid and Walnut Sewer Analysis (2022)	
Nocta Street Sewer Analysis (2022)	
Benson Avenue Sewer Analysis (2022)	
Sewer Master Plan (2024)	
SSMP Audit (2024)	
SSMP Update (2024)	

D. AKM declares that it has no Conflict of Interest in connection with providing services to the City.

SECTION 12: CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ.



EMIN KAYIRAN, CPII

Project Manager

PROFESSIONAL REGISTRATION

APWA – Certified Public Infrastructure Inspector

YEARS OF EXPERIENCE

19 years (19 with AKM)

EDUCATION

Civil Engineering Studies – CSU Long Beach

B.S. Business Administration – University of Arizona

CAREER HIGHLIGHTS

Subject Matter Expert for the American Public Works Association

Co-Author of a new training module on the inspection of pumping and treatment facilities – Published in 2019

Authored "CPII as a standard of practice" – Published September 2014

Mr. Emin Kayiran, CPII, is the Director of Construction Management Services with AKM. He has over 19 years of responsible experience in the inspection and construction management of pump stations and pumping facilities, pipelines, treatment facilities, forcemains, complex reinforced concrete structures including, concrete tanks within treatment facilities, sumps, wet wells and valve vaults, sheet piling, deep excavations, ground remediation, dewatering, shut-downs, tie-ins, commissioning and testing, installation of emergency power generators and automatic transfer switches, electrical and control systems for water resource facilities, as well as special protective linings and coatings.

- Fire Station #1 Seismic Retrofit Project for the City of El Segundo – Project Manager
- Bellflower and Spring Bridge Repair for the City of Long Beach – Project Manager and Inspection Supervisor
- North Health Facility for the City of Long Beach – Project Manager
- WRF-3 Sewer Lift Station for the City of Corona – Project Manager
- West Pump Station for AES North America –Construction Manager
- East Pump Station for AES North America – Construction Manager
- Elimination of Sewer Pump Station 7 and Improvements to Sewer Pump Station 1 for the City of El Segundo – Project Manager and Construction Manager
- Alhambra Lift Station 7 for the City of Alhambra – Project Manager
- Leahy Well for Bellflower Somerset Mutual Water Company – Project Manager
- Equipping of Well 43 for Ontario Municipal Utilities Company – Project Manager
- Rehabilitation of Water Wells Wilson 1A and Citizens 9 for Long Beach Water Department – Project Manager
- Alamitos Seawater Barrier Improvement Project for the Orange County Water District – Construction Manager and Inspector
- Microfiltration Steel Break (Filtrate) Tank Replacement at the Carson Reclamation Facility for West Basin Municipal Water District – Project Manager
- LVL Calcium Chloride Tank Replacement Project for Water Replenishment District of Southern California – Project Manager
- Structural Improvements and Recoating of Colima Reservoirs No. 2 and No. 3 for the Orchard Dale Water District – Project Manager and Inspection Supervisor
- Jameson Reservoir for the City of Corona – Construction Inspector
- Los Angeles Stadium and Entertainment District at Hollywood Park Reclaimed Water Plans Phase I for West Basin Municipal Water District – Project Manager
- Cathodic Protection Improvements Project for West Basin Municipal Water District – Project Manager
- Joint Transmission Main Vault Upgrades for South Coast Water District – Project Manager
- Watermain Improvements at Center, Walnut, and Maple for the City of El Segundo – Project Manager
- Watermain Improvements at Virginia, Oak, and Bayonne for the City of El Segundo – Project Manager/Construction Manager
- Lift Station No. 6 Forcemain Replacement Project for the South Coast Water District – Project Manager
- AES Sewer Design Revision 1 project for Alamitos Energy, LLC – Construction Manager
- Chevron Forcemain for the City of El Segundo – Construction Manager
- Ross Avenue Sewer Improvements Project for the City of Alhambra – Construction Manager
- Myra 3 In-Line Detention Basin, Storm Drain, and Sewer Improvements for the City of Cypress - Construction Manager
- Myra Pump Station No. 3 for the City of Cypress - Construction Manager
- West End Stormwater Pump Station for the City of Seal Beach – Resident Engineer
- Long Beach Municipal Stormwater Treatment Facility for the City of Long Beach – Project Manager
- Cypress Water Production Facility for the City of Lomita – Project Manager
- PFAS Treatment System for Wells 5A, 8, and 11 for Pico Water District – Project Manager
- Microfiltration Steel Break (Filtrate) Tank Replacement at the Carson Reclamation Facility for West Basin Municipal Water District – Project Manager
- Equipping of Well 16 and Treatment Plan for the City of Paramount – Project Manager / Construction Manager
- Title 22 Filter 9 and 8 Repair for West Basin Municipal Water District – Project Manager
- East of Sepulveda Street Rehabilitation Project for the City of El Segundo – Project Manager
- Maple Avenue Street and Storm Drain Improvements for the City of El Segundo – Project Manager
- Imperial Highway Street Improvements for the City of El Segundo – Construction Manager



STEVE PATTERSON

Construction Manager

YEARS OF EXPERIENCE

40 years (15 with AKM)

Certifications / Affiliations

AWWA Cross Connection Control Specialist; NPDES Storm Water Quality Training for Construction Site Activities; California Department of Public Health Water Treatment Operator; California Department of Public Health Water Distribution Operator; Orange County Health Department Backflow Device Tester; Cla-Val, Engineering, Maintenance and Design; California Rural Water Distribution System Maintenance and Design; OSHA HAZWOPER; NIMS 700; CJPIA Management Academy; Haestad Methods; Water System Design and Hydraulic Modeling; First Aide & CPR

Mr. Patterson is a Construction Manager with AKM Consulting Engineers, and has over 35 years experience in the Water/Wastewater Utilities field, during which time water distribution system design, construction, operations, maintenance, and repair, of water and wastewater infrastructure have been the emphasis of his career. He has numerous certifications, training and knowledge pertaining to the safe and reliable construction, operation and maintenance of water and wastewater infrastructure.

Mr. Patterson served for 18 years with a municipally owned water and wastewater utilities department as an Operations Supervisor, responsible for the supervision and operations of a comprehensive repair, inspection and monitoring program. (50,000 customers, 18,000 service connections,1.5MGD Ground Water Treatment plant, 2 ground water wells, 200 miles of pipe from 6" to 30", 33 pressure zones, 16 water storage facilities, 15 pump stations, 88 pressure/flow regulating stations, and upwards of 20 subordinate employees). Mr. Patterson has participated in the design, construction, inspection, implementation and management of numerous operational, rehabilitation, and capital improvement projects. Examples of these projects are as follows:

- Torrance Recycled Water Booster Station for West Basin Municipal Water District – Provided Engineering Support and Inspection
- Navy Booster Station & Reservoir Upgrade for the City of Seal Beach – Inspector
- Schlegel Booster Pump Station Replacement for the City of San Clemente – Provide Utility Management and Field Engineering.
- Northrop Grumman Recycled Water Lateral for West Basin Municipal Water District – Construction Manager/Inspector
- Butterfield Chino Creek 10 inch Forcemain Relocation Project for the City of Chino Hills – Construction Manager/Resident Engineer
- Well 9 Discharge Pipeline on Gardenia Avenue and Bushard Street for the City of Fountain Valley - Construction Inspector
- Watermain Improvements at Virginia, Oak, and Bayonne for the City of El Segundo – Senior Inspector
- Watermain and Street Improvements at Center Street and Pine Avenue for the City of El Segundo – Senior Inspector
- Dace Well No. 2 for Golden State Water Company – Field Engineer
- Well 12 for the City of Santa Fe Springs - AKM provided construction management and inspection
- Well 9 Discharge Pipeline on Gardenia Avenue and Bushard Street for the City of Fountain Valley – Resident Engineer
- Carson Advanced Water Treatment Plant Microfiltration (Break) Water Tank Replacement, West Basin Municipal Water District - Construction Manager and Resident Engineer
- Leo J. Vander Lans Water Treatment Facility Calcium Chloride Bulk Storage Expansion - Construction Manager and Resident Engineer
- Structural Improvements and Recoating of Colima Reservoirs No. 2 and No. 3 for the Orchard Dale Water District – Construction Manager and Resident Engineer
- Steel Tank Inspection for the City of Corona - Potable Water Steel Tank Inspection
- WRF 3 Lift Station for the City of Corona - Construction Manager and Resident Engineer
- Lift Station No. 7 for the City of Alhambra – Construction Manager
- Del Avion Wastewater Wet Well Rehabilitation for Moulton Niguel Water District - Construction Manager and Resident Engineer
- Sewer Lift Station No 3 Project for the City of Alhambra – Construction Manager
- Paseo Del Mar Sewer Pump Station for the City of Palos Verdes Estates – Construction Manager and Resident Inspector
- Sewer Spot Repairs for the City of Alhambra – Construction manager/inspector
- Sewer System Repair, Relining, and Replacement Project for City of El Segundo (EPA FUNDED) – Construction manager/inspector
- Imperial Headgates and Weir Pond Project for Orange County Water District – Field Engineer
- Myra Avenue Storm Drain, Sewer and Street Improvements #2 for the City of Cypress – Construction Resident Engineer
- Long Beach Municipal Stormwater Treatment Facility for the City of Long Beach – Project Manager
- Orange County Water District Imperial Headgates and Weir Pond Project - Resident Engineer
- Edward C. Little WRF Clean-in-Place Waste Discharge Project – Chief Field Engineer

MIKE FREDRIKSZ

Construction Manager / Inspector

YEARS OF EXPERIENCE

35+ years (6 with AKM)

HIGHLIGHTS

Construction oversight of capital improvements and large residential development projects

Previously Inspection Services Supervisor for Irvine Ranch Water District

Experience includes: water, recycled water, and wastewater facilities

Reservoirs, pipelines, pump stations, lift stations, buildings, treatment plants, street rehabilitation, slurry seal

Mike Fredriksz has more than 35 years of experience providing construction oversight of Capital Improvements and large residential development projects. Mike's project experience includes water and wastewater facilities, reservoirs, pipelines, pump stations, sewer lift stations, buildings, treatment plants, street rehabilitation and slurry seal. He has been extensively involved with multiple stakeholders including the public, elected officials, developers, contractors, engineers and architects. His responsibilities have included monitoring construction activities, traffic control, preparing daily construction reports, verifying compliance with plans and specifications, maintaining record drawings, final inspections and project startups. Mike has knowledge and experience with project management, submittal process and requests for information and change orders.

- Walnut Park Mutual Water Company Meter Replacement Project for Water Replenishment District – Construction Manager
- SA-5 Vault Replacement Project for the City of Santa Ana – Construction Manager
- Cathodic Protection Improvements Project for West Basin Municipal Water District – Construction Manager
- Lift Station No. 6 Forcemain Replacement Project for the South Coast Water District – Inspector
- Joint Transmission Main Vault Upgrades for South Coast Water District – Inspector
- Bellflower and Spring Bridge Repair for the City of Long Beach – Construction Inspector f
- Watermain Improvements at Center, Walnut, and Maple for the City of El Segundo – Construction Manager
- Alamitos Seawater Barrier Improvement Project for the Orange County Water District – Construction Inspector and Inspector f
- Thunderbird Sewer and Street Improvement Project, City of Stanton, CA – Construction Inspector
- Capital Improvements, Portola Parkway for the Irvine Ranch Water District - Lead construction inspector
- Jeffrey Road South Domestic and Reclaimed Water Mains, City of Irvine, CA. Provided construction inspection
- Villages of Turtle Rock, Quail Hill and Woodbury, City of Irvine, CA. Provided construction inspection
- Jeffrey Road Grade Separation, City of Irvine, CA. Provided construction inspection
- Alton Roadway, City of Irvine, CA. Provided construction inspection
- The Irvine Company and Five Points Development, City of Irvine, CA.
- Zone 1 and 3 Emergency South County Booster Pump Station for IRWD – Construction Inspector
- Tomato Springs - PA 6 Zone 4 and C Reservoirs, Zone 4-6 Potable Water Booster Pump Station, Zone C-D Recycled Water Booster Pump Station for the Irvine Ranch Water District – Lead Construction Inspector
- Zone 3 to Zone 5 (Domestic) and Zone A to Zone C (Recycled) Dual Pump Station for Irvine Ranch Water District - Construction Inspector
- Dyer Road Well No. 6 for Irvine Ranch Water District – Construction Inspector
- Pump Station 1 and 7 for the City of El Segundo – Resident Engineer
- Portola Hills Sewer Lift Station Abandonment and Gravity Sewer, City of Irvine, CA. Provided construction inspection
- City Of Paramount - Equipping Well N0. 16 and Treatment Plant
- Torrance Refinery Water Recycling Plant, Surge Arrest System Pipe Modifications for West Basin Municipal Water District – Construction Inspector
- Deep Aquifer Treatment System, City of Santa Ana, CA . Provided construction inspection
- Chlorine Analyzer and Reservoir Mixer at Ten Domestic Reservoirs, City of Irvine, CA Provided construction inspection
- Michelson Water Recycling Plant – Reinforced Concrete Clarifier Rehabilitation for the Irvine Ranch Water District –lead inspector
- Michelson Water Recycling Plant – Chlorine Contact Chamber Construction for the Irvine Ranch Water District –construction inspection
- Dyer Road Initial Disinfection Facility for the Irvine Ranch Water District – Served as the lead inspector
- Dyer Road PDF Ammonia Disinfection Facility for the Irvine Ranch Water District (2012) – Lead inspector

JACOB LILLENGREEN, EIT-FE, CMIT

Construction Inspector

YEARS OF EXPERIENCE

6 years (1 with AKM)

REGISTRATIONS / LICENSES

Engineer in Training

Fundamentals of Engineering

CMIT Level 3

EDUCATION

B.S. – Civil Engineering, University of California Irvine

Mr. Lillengreen has 6 years' experience in engineering and construction management working on various public works projects. He possesses communication and organizational skills to provide valuable support for construction projects. He is fully capable of processing RFIs, submittals and change orders in a timely matter. Mr. Lillengreen has an extensive computing background and is highly proficient in AutoCAD, Bluebeam, Primavera P6, Microsoft Project, and a range of Microsoft programs. He has experience in multiple project management software applications including Procore, EADOC, VPO and Unifier.

- ***Title 22 Converted Filters Booster Pump Station at Edward C. Little Water Recycling Facility for West Basin Municipal Water District*** – Construction Manager – AKM provided construction management and inspection services for the Title 22 Converted Filters Booster Pump Station. Work included construction of new pump station and appurtenances; connecting intake and outflow piping to existing pipeline including cleaning and pipe preparation; construction of new pump station foundation; installation and integration of all required electrical, I&C, and SCADA improvements; and testing and commissioning newly constructed facilities including training personnel and providing training materials and documentation.
- ***PFAS Treatment System for Wells 5A, 8, and 11 for Pico Water District*** – Construction Manager – AKM provided construction management and inspection services for the project which included a 1500 gpm, 1100 gpm, and 3000 gpm wellhead treatment facilities for Wells 5A, 8, and 11, respectively. The project also included the construction of lead-lag dual media pressure vessel systems with PFAS selective ion exchange resins, pre-treatment cartridge filters, and piping and appurtenances for PFAS treatment facilities at Pico Water District's Wells 5A, 8, and 11. The improvements included new reinforced concrete foundation slabs, 2 to 4 ion exchange vessels and 2 to 3 cartridge filters per site, as well as new instrumentation and appurtenances, and relocation of the disinfection chemical injection locations.
- ***Equipping of Well 16 and Treatment Plan for the City of Paramount*** – Construction Manager for the project which included equipping City Well No. 16 with pump, motor, building, piping and appurtenances, and the construction of a Manganese (MN) and future Arsenic (AR) Treatment System to treat approximately 3400 gpm of flow from City Well No. 16. The treatment system raw water quality for design purposes was assumed to have an arsenic (AR) concentration of 12 µg/lit, and a manganese concentration of 59 µg/lit. Removals should provide a finished water quality with an MN of 2 µg/lit. The facility is designed for expansion to be able to treat and remove AR down to 2 µg/lit if in the future it exceeds the primary MCL level of 10 µg/lit in the well water. In addition, the work of this Contract will include the destruction of Well No. 13 and the demolition of the Well No. 13 site. The Contractor will be required to remove, salvage and transport to Well No. 16 several of the existing facilities/equipment at Well No. 13 including treatment vessels and the existing backwash tank.
- ***LB MUST Treatment Plant and Wetlands*** – Assistant Construction Manager for the Treatment Plant Phase, and Construction Manager for the Wetlands Phase. The treatment process train consists of influent strainers, ceramic membrane ultra-filtration (UF), and an advanced oxidation process (UV/AOP). The ancillary processes include process pumping, process storage tanks, chemical feeding, and air supply. An RO system can be added to the treatment train in the future, downstream of the UV/AOP, to reduce TDS of the effluent and/or provide additional barriers for potential potable reuse. The treatment facility is housed within a 9,000 square foot cement masonry unit building with electrical, chemical and control rooms, and will include an HVAC system.
- ***Equipping Well No. 43 for the City of Ontario*** – Assistant Construction Manager for the project which includes construction of a block building, installation of a 800kW emergency stand-by generator, installation of a vertical turbine pump and motor, onsite piping, onsite hypochlorite generation system and equipment, electrical controls, and site work.
- ***Pier G Wharf Improvement Project, Port of Long Beach***- Mr. Lillengreen worked with the Port of Long Beach on the $35 million Pier G Wharf Improvements Project as an office engineer. The project included demolition of an existing wharf and the construction of a rock dike, backland, and crane stop. Mr. Lillengreen is tasked with document control duties and general coordination.
- ***Seal Beach Municipal Pier Improvements, City of Seal Beach***- Engineering intern responsible for providing flexible support services. Mr. Lillengreen was tasked with document control duties including the organization and processing of daily reports.

RYAN BIGGER

Construction Inspector

YEARS OF EXPERIENCE

10 years (2+ with AKM)

REGISTRATIONS / LICENSES

- ICC Reinforced Concrete Special Inspector
- ICC Pre-Stressed Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Spray Applied Fire Proofing Special Inspector
- ICC Structural Steel and Bolting special Inspector
- **Independently certified as a special inspector in the County of Orange, County of Los Angeles, and City of Long Beach through the District of State Architects (Grades k - 12)*

Mr. Ryan Bigger has more than 10 years of experience providing construction management and inspection services. Ryan's project experience includes pipeline, pump stations, treatment facilities, reservoirs, roads, highways, buildings and airports. He has performed construction special inspection and geotechnical soils testing services throughout Southern California, including special inspection services for reinforced concrete structures, including pre-stressed, shotcrete, masonry, bolting and spray applied fire proofing construction.

- John Wayne Airport – Terminal C Exterior Expansion – Special Inspection
- City of South Pasadena – Wilson Reservoir Project – Special and Soils Inspection
- City of Yorba Linda – Yorba Linda Towne Center Parking Structure Project – Special Inspection
- City of Yorba Linda – Yorba Linda Library and Arts Center Buildings Project – Special and Soils Inspection
- Los Angeles County Metropolitan Transportation Authority – Crenshaw/LAX Transit Corridor Project – Special and Soils Inspection
- City of Palos Verdes – San Ramon Canyon Storm Drain System – Special Inspection
- Santa Monica School District — Special Inspection
- ***Equipping of Well 43 for Ontario Municipal Utilities Company*** – Project Inspector for the project which includes construction of a block building, installation of a 800kW emergency stand-by generator, installation of a vertical turbine pump and motor, onsite piping, onsite hypochlorite generation system and equipment, electrical controls, and site work.
- ***Title 22 Converted Filters Booster Pump Station at Edward C. Little Water Recycling Facility for West Basin Municipal Water District*** – Project Inspector – AKM provided construction management and inspection services for the Title 22 Converted Filters Booster Pump Station. Work included construction of new pump station and appurtenances; connecting intake and outflow piping to existing pipeline including cleaning and pipe preparation; construction of new pump station foundation; installation and integration of electrical, I&C, and SCADA improvements; testing and commissioning newly constructed facilities including training personnel.
- ***Leahy Well for Bellflower Somerset Mutual Water Company*** – Resident Engineer and Inspector - AKM provided construction management and inspection services for the Leahy Ave Water Well Facility which included construction of new domestic water well and appurtenances with a new 1855 square foot masonry block building and pump station, new electrical (SCE) service, along with various site improvements such as concrete masonry walls, standby generator and automatic transfer switch, gates, site demolition, grading, right-of-way improvements, paving, vehicle canopy, landscaping and percolation basin.
- ***Imperial Headgates and Weir Pond Project for Orange County Water District*** – Special Inspector - AKM provided construction management and field engineering for the Imperial Headgates and Weir Pond Rehabilitation Project. The project included the following: supply and installation of a new trash rack and monorail gripper system for river debris removal; removal and replacement of electrical conduits and panels inside the Control Building; removal and replacement of Control Building and Generator Building roofs, access hatches, and ventilation fans; replacement of three (3) 54-inch square cast-iron slide gates and five (5) electrical actuators; installation of two Doppler flow meters in the Bypass Conduits; integration of new signals from cleaning system and flow meters to existing SCADA system; construction of concrete retaining walls and slab in support of new monorail and gripper trash racks cleaning system; demolition of existing flume structure, Weir No. 1 and drain pipe slide gate and structure, and existing Weir No. 2 and drain pipe slide gate and structure; construction of new flume structure and related pressure transducer system, new Weir No. 1 with new drain slide gate and structure, new sharp crested Weir No. 2 with new drain slide gate and structure, and related pressure transducer system; regrading of existing Weir Ponds 1 and 2; and testing, training and startup.
- ***Microfiltration Steel Break (Filtrate) Tank Replacement at the Carson Reclamation Facility for West Basin Municipal Water District*** – Inspector
- ***WRF-3 Sewer Lift Station for the City of Corona – Inspector***
- ***Myra 3 In-Line Detention Basin, Storm Drain, and Sewer Improvements for the City of Cypress*** – Special Inspector

ROBERT BOSTIC

Construction Inspector

YEARS OF EXPERIENCE

17 years (3 with AKM)

HIGHLIGHTS

SWRCB Grade IV Water Treatment Operator

SWRCB Grade IV Water Distribution Operator

Experience includes water treatment facilities, natural gas systems, street maintenance, desalination plants, operations and management

Former US Marine Corps Sergeant

Mr. Robert Bostic has more than 17 years of experience providing construction management and inspection services. Robert's project experience includes water and natural gas systems, street maintenance, desalination plants, treatment plants, operations, and management. He is a licensed Grade IV Water Treatment Operator and Grade IV Water Distribution Operator.

- ***Cypress Water Production Facility Upgrades for the City of Lomita – Inspector -*** AKM Consulting Engineers is currently providing construction management and inspection for the project which includes construction of a Granular Activated Carbon (GAC) treatment facility and associated ancillary equipment at the City of Lomita's Cypress Water Production Facility. The existing facility is comprised of a deep well pump, discharge piping, treatment facilities for the well water, and a 10 million gallon reservoir. The facility is currently inoperable due to high sulfides which cannot be removed with the existing treatment equipment. The new GAC system will remove sulfides to within acceptable levels. Additional work also includes design, installation and commissioning of a security system; site work (demolition, work, excavations); pipelines; canopy; electrical, controls and instrumentation; startup testing, and training; potholing; a portable generator relocation; and site shoring.
- ***PFAS Treatment System for Wells 5A, 8, and 11 for Pico Water District –*** Project Inspector – AKM is providing construction management and inspection services for the project which includes a 1500 gpm, 1100 gpm, and 3000 gpm wellhead treatment facilities for Wells 5A, 8, and 11, respectively. The project also included the construction of lead-lag dual media pressure vessel systems with PFAS selective ion exchange resins, pre-treatment cartridge filters, and piping and appurtenances for PFAS treatment facilities at Pico Water District's Wells 5A, 8, and 11. The improvements included new reinforced concrete foundation slabs, 2 to 4 ion exchange vessels and 2 to 3 cartridge filters per site, as well as new instrumentation and appurtenances, and the relocation of the disinfection chemical injection locations.
- ***Rehabilitation of Water Wells Wilson 1A and Citizens 9*** – Inspector - The project entailed the rehabilitation of two municipal water supply wells which included the following: Removal of the existing well pump, column piping and discharge head at each location, clean and redevelopment of the wells, the installation of new mechanical piping and valves, as well as the replacement of the existing well starter with variable frequency drives. AKM was responsible for the mechanical and electrical inspections. Once the well pumps, column piping and discharge heads were removed, the Contractor delivered the existing equipment to their facility. AKM inspected the condition of the pumps and equipment and determined that while the discharge heads could be refurbished, that the pump and column piping should be replaced. AKM inspected the installation of the new well pump, column piping and refurbished well discharge head at both well sites. Client were proactive in meeting regulatory requirements and water quality targets.
- ***Microfiltration Steel Break (Filtrate) Tank Replacement at the Carson Reclamation Facility for West Basin Municipal Water District*** – Inspector for the project which consisted of the following work at the Juanita Millender- McDonald Carson Regional Water Recycling Plant, demolition of an existing 194,000-gallon welded steel tank, tank foundation, and appurtenances; installation of temporary above-ground bolted steel storage tank and process piping; design and installation of pressure grout soils stabilization for the area underneath the proposed replacement tank; construction of a new 194,000-gallon welded steel tank, foundation, and appurtenances; cathodic protection; connection of tank piping; and site grading and drainage improvements.
- ***Barrier Blend Station Modifications for West Basin Municipal Water District –*** Inspector for the Project which involved modifications to an existing blending station to accommodate a new development. Work elements included the relocation of the existing telemetry cabinet, a new electrical service and meter section, modifications to the existing blending vault, new cathodic protection test stations, grading and construction of a new retaining wall.
- ***Santa Barbara Desalination Plant for IDE Americas -*** Plant Manager/Chief Plant Operator. In this role, Mr. Bostic oversaw all projects and maintenance within the plant including observation of the quality of construction. He worked closely with Clients to ensure consistent and reliable operation of reactivated seawater desalination plant. Ensured DBO entity and

BRAD JACKSON

Construction Inspector

YEARS OF EXPERIENCE

30 years (1 with AKM)

HIGHLIGHTS

Previously with Irvine Ranch Water District

Worked his way up the ladder to managing teams of dedicated construction inspectors

Oversaw projects: housing tracts, pipelines, reservoirs, pump stations, well rehabilitations, chemical feed facilities

Mr. Jackson has spent the past 30 years with the Irvine Ranch Water District. He has progressed from a position in the warehouse learning the basics of pipes, fittings and appurtenances to managing a team of dedicated construction inspectors overseeing and inspecting projects from housing tracts to the construction of District reservoirs, pump stations, well rehabilitations and chemical feed facilities. He possesses excellent oral and written communication skills and take great pride in composing documentation and reports. Collectively, with his experience and education, he will provide excellence in inspection services.

- ***Orange Park Acres Transmission Pipeline Installation for Irvine Ranch Water District*** - Provided inspection services
- ***Water Re-Use Project for Irvine Ranch Water District*** - Provided inspection services
- ***Sand Canyon Grade Separation for Irvine Ranch Water District*** - Provided inspection services
- ***Wells 21 and 22 Pipelines to the Desalter Treatment Plant for Irvine Ranch Water District*** - Provided inspection services
- ***Desalter Treatment Plant to the Zone 1 System for Irvine Ranch Water District*** - Provided inspection services
  - Well Pump to Waste Pipeline: Inspections provided for the installation of 1,300 L.F. of fully welded 12" C.M.L.& C pipe for a pump-to-waste pipeline connecting to an existing 66" County of Orange storm drain.
  - Product Water – Inspections provided for the installation of a product water pipeline consisting of approximately 13,026 L.F. of fully welded 24-inch C.M.L.& C pipe. Installation included jack and bore operations at the BNSF railroad, across arterial street intersections, under the Santa Fe Channel box culvert and under Peters Canyon Wash. The 24" product water pipeline connected to an existing 42" prestressed concrete cylinder steel pipeline.
  - Brine Pipeline - Observed and inspected the installation of the brine disposal force main consisting of approximately 1,570 L.F. of 10" HDPE pipe from the Wells 21 and 22 Treatment Plant terminating at the existing Orange County Sanitation District (OCSD) 36-inch trunk sewer located near the intersection of Red Hill Avenue and Edinger.
- ***Orange Park Acres Reservoir Demolition*** *for Irvine Ranch Water District* - Provided inspection services
- ***Orange Park Acres Well Destruction and Installation for Irvine Ranch Water District*** - Provided inspection services
- ***Orange Park Acres Well Site, Demolition and Re-development for Irvine Ranch Water District*** - Provided inspection services
- ***Initial Disinfection Facility Chlorine Injection Line Replacement for Irvine Ranch Water District*** - Provided inspection services
- ***Initial Disinfection Facility (IDF) for Irvine Ranch Water District*** - Provided inspection services
- ***Tustin Ranch Road DW, RW and Sewer Installation for Irvine Ranch Water District*** - Provided construction inspection services to ensure installation was to specification for IRWD including: *Potable Water* - 1,146 L.F. of 16" CL-200 PVC pipe; 181 L.F. of 16" fully welded C.M.L.& C. steel pipe; 195 L.F. of 12" fully welded C.M.L.& C. steel pipe; 210 L.F. of 12" D.I. CL-200 fully restrained pipe; 7,245 L.F. of 12" C-900 CL-200 PVC pipe; 195 L.F. of 10" C-900 CL-200 pipe; all related fittings, thrust restraints, valves and cathodic protection systems. Oversaw the hydrostatic testing of the pipeline and fittings, captured water samples for bacteriological testing and followed the chain-of custody to the laboratory. *Recycled Water* – 211 L.F. of 16" CL-200 PVC pipe; 530 L.F. of 6" fully welded C.M.L.& C. steel pipe; 14,920 L.F. of 6" CL-200 PVC pipe; 361 L.F. of 4" C-900 PVC CL-200 pipe; all related fittings, thrust restraints, valves and cathodic protection systems. Oversaw the hydrostatic testing of the pipeline and fittings. *Sewer System* - 2,815 L.F. of 20" PVC SDR-35 sewer pipe; 558 L.F. of 10" PVC SDR-35 pipe; 1,194 L.F. of 8" PVC SDR-35 pipe; 30 L.F. of steel casing for sewer piping; construction of 48" and 60" sewer manholes and demolition and abandonment of a sewer lift station and facilities. Oversaw the testing and CCTV of installed sewer piping.
- ***Various Housing Tract Development and Commercial Development for Irvine Ranch Water District*** - Provided inspection services
- ***Wells 1, 5 and 13 Redevelopment for Irvine Ranch Water District*** - Provided inspection services

CRAIG (CJ) ERVIN

Construction Inspector

YEARS OF EXPERIENCE

34 years (8 with AKM)

REGISTRATIONS / LICENSES

Grade 3 California Water Treatment Operator

American Water Works Association Grade 2 Distribution Operator

HIGHLIGHTS

Water Reclamation Plants

Water And Sewer Pump Stations

Street Improvements

Buildings

Pipelines

Infrastructure

Mr. Craig (CJ) Ervin, is a licensed Grade 3 California Water Treatment Operator who possesses over 30 years of experience in construction inspection for water reclamation plants, water and sewer pump stations, pipelines and infrastructure for new tract developments.
Additionally, Mr. Ervin has provided claims management, cost control, change order preparation, change order negotiation, warrantee inspections, warrantee work coordination with contractors, and constructability review services to municipal agencies.

- SA-5 Vault Replacement Project for the City of Santa Ana - Inspector
- AES Sewer Design Revision 1 project for Alamitos Energy, LLC – Field Engineer
- Ross Avenue Sewer Improvements Project for the City of Alhambra – Construction Inspector
- Forcemain Improvements for the Paseo Del Mar and Rocky Point Sewer Pump Stations – Construction Inspector
- Various Projects throughout Orange County for the Irvine Ranch Water District - Provided inspection services
- Tustin Ranch Development Sewer Improvements for the Irvine Ranch Water District – Lead Resident Engineer
- Marine Corp Base Tustin for the Irvine Ranch Water District - Provided inspection and participated in project management
- Newport Coast Development Sewer Improvements for the Irvine Ranch Water District - Lead Resident Engineer
- Harvard Avenue Trunk Sewer For the Irvine Ranch Water District – Lead Inspector
- WRF-3 Sewer Lift Station for the City of Corona – Inspector
- University Lift Station Upgrade Project for the Irvine Ranch Water District - Construction inspector
- Newport Coast Drive Lift Station for the Irvine Ranch Water District – Construction field engineer
- Coastal Ridge Lift Station for the Irvine Ranch Water District – Construction field engineer
- Montecito Sewer Lift Station for the Irvine Ranch Water District – Construction field engineer
- Cathodic Protection Improvements Project for West Basin Municipal Water District – Construction field engineer
- Watermain Improvements at Virginia, Oak, and Bayonne for the City of El Segundo – Lead Inspector
- Watermain Improvements at Center, Walnut, and Maple for the City of El Segundo – Inspector
- Olive Street Water Main Replacement for the City of Anaheim – Construction field engineer
- 24-inch University Drive Parallel Recycled Water Pipeline and Michelson Recycled Water Pipeline Replacement for the Irvine Ranch Water District – Chief Inspector
- Edward C. Little Water Recycling Facility Clean-in-Place Waste Discharge Project – Field Engineer
- Sodium Hypochlorite Storage Facility for the City of Anaheim – Inspector
- Phase IIA Design-Build Improvements at the Michelson Water Reclamation Plant for the Irvine Ranch Water District – Lead Inspector
- Tertiary Filter Repair Project for the at the Michelson Water Reclamation Plant for the Irvine Ranch Water District – Lead Inspector
- Phase I Michelson Water Reclamation Plant Upgrades for the Irvine Ranch Water District – Lead inspector
- Nitrogen Removal Project at the Michelson Water Reclamation Plant for the Irvine Ranch Water District – Construction field engineer
- San Joaquin Marsh for the Irvine Ranch Water District – Construction field engineer
- Spent Backwash Tank Repair Project at the Michelson Water Reclamation Plant for the Irvine Ranch Water District – Inspector
- Main Switchboard Replacement Project at the Michelson Water Reclamation Plant for the Irvine Ranch Water District – Lead Inspector
- Unit Substation Repair Project at the Michelson Water Reclamation Plant for the Irvine Ranch Water District – Inspector
- Reconstruction of the Headworks Facility at the Michelson Water Reclamation Plant for the Irvine Ranch Water District – Lead Inspector

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Project Management (CM&I) Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION

EXHIBIT "C"
COMPENSATION

AKM's proposed Rate Schedule is presented below.

Labor Classification	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	$253	$261	$269
Principal Engineer	$253	$261	$269
Project Manager	$246	$253	$261
Project Engineer	$234	$241	$248
Senior Construction Manager	$233	$240	$247
QA/QC Manager	$233	$240	$247
Senior Engineer	$215	$221	$228
Construction Manager	$200	$206	$212
Senior Field Engineer / Inspector	$197	$203	$209
Field Engineer / Inspector	$173	$178	$184
Associate Engineer	$167	$172	$177
Staff Engineer	$148	$153	$157
Financial Analyst	$136	$140	$144
Senior Designer / Senior CADD Technician	$117	$121	$124
Designer / CADD Technician	$109	$112	$115
Assistant Engineer	$107	$111	$114
Engineering Technician	$99	$102	$105
Engineering Aide	$84	$86	$89
Office Support	$84	$86	$89
Data or Word Processing	$81	$84	$86

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at $0.75/mile. This schedule of rates is in effect until December 31, 2026, at which time it may be adjusted.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____ ____, **2024**, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Anser Advisory Management, LLC**, a **LIMITED LIABILITY COMPANY**, with its principal place of business at **300 Spectrum Drive, Suite 1400, Irvine CA 92618** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **construction management and inspection services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **On-Call Project Management Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **construction management and inspection** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All

Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 4, 2027,** unless earlier terminated as provided herein The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Thousand Dollars ($600,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of

Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Jonathan Smith, PE, Stephen Mutch, PE, and Kamran Panah, PE.**

3.3.5 City's Representative. The City hereby designates **Dennis Mejia (Utilities Engineering Division Manager)** or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Jonathan Smith, Principal-in-Charge**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all

Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation.

Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's

failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on

a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations

otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903

(2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Anser Advisory Management, LLC**
300 Spectrum Drive, Suite 1400
Irvine, CA 92618
ATTN: **Jonathan Smith**

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: **Dennis Mejia, P.E., Utilities Engineering Division Manager, OMUC**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required

where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use

City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ANSER ADVISORY MANAGEMENT, LLC

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____

Scott Ochoa
City Manager

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

City Clerk

ANSER ADVISORY MANAGEMENT, LLC

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"

RFQ PROPOSED SCOPE OF SERVICES

The City of Ontario is seeking Statement of Qualifications from qualified consulting project management to provide On-Call Services for three (3) years, with an option of renewing for two (2) consecutive one (1) year terms. The City desires to obtain the services of a maximum of four (4) qualified firms to assist with On-Call Project Management Services. At least ten (10) years of experience providing similar services is required to oversee the work, stamp, and sign all project related documents as required.

Request for Qualifications (RFQ) for various services in various project disciplines (e.g. Architecture, Capital Improvement, Facilities Maintenance, Public Works, Water and Wastewater Distribution, Water Facilities, Extended Staff Services, etc.) with the intention of maintaining a list of multiple qualified prime consulting firms, with subconsultant support services as needed. Task orders will be issued to firms on a competitive basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant.

Each Prospective Consultant needs to be able to provide all the services (or provide sub-consultants that must also be listed as part of their statement of qualifications) listed in this RFQ.

The following scope of services provides general categories of services that may be required for each task order requested. The categories are not an exhaustive list of services but rather a sampling of the services that are typically included, but not limited to, within that area of the scope in order to demonstrate the qualifications needed for that scope of services.

Specific services requested under these agreements shall be identified by the City at the time of the request for a specific task order. For each task order requested by the City, the Consultant shall provide a task order proposal that identifies the specific scope of services to be performed, the necessary project management activities, task budget, and task schedule. Upon City's approval of the proposed task's scope of services, the City will issue a notice to proceed with purchase order requisition for the work. The Consultant is encouraged to provide recommendations with respect to scope and order of completion.

No task order or scope of services shall be performed without first receiving authorization from the City and notice to proceed with the task order.

GENERAL REQUIREMENTS.

Consultant will be expected to work closely with staff for the duration of the assigned projects (i.e. task orders), and attend all meetings and workshops, as necessary. Any adjustments can be verified based on the need of City Project Managers. All field services must include appropriate traffic control.

Some or all of the following General Requirements and Services may be incorporated into specific tasks orders generated from the On-Call contract. The applicable General Requirements shall be based on needs of specific tasks and the City Project Managers:

Refer to Professional Services Agreement in Exhibit "B" to review the General Requirements and other conditions.

ON-CALL PROJECT MANAGEMENT SERVICES

The City of Ontario is seeking Statement of Qualifications from firms for On-Call Project Management Services:

Consultant shall be aware that certain labor categories above may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's Project Manager identifies the scope of specific task orders. Please refer to Paragraph XI.11 "Prevailing Wage and Contractor Registration" of this RFQ, and Paragraph 3.10.6 "Prevailing Wages" of the Professional Services Agreement for further requirements.

Expected services to be provided under this on-call contract are as followed:

ACHITECTURAL PRE-QUALIFICATION

- Attend meetings and provide Meeting Minutes
- Review and prepare draft RFQ and provide comments
- Prepare Spreadsheet evaluating responses
- Provide support as required

ARCHITECTURAL BIDDING and SELECTION

- Attend meetings and provide Meeting Minutes
- Review and prepare draft RFP and provide comments
- Prepare Spreadsheet evaluating responses
- Provide support as required

DESIGN and CONSTRUCTION DOCUMENTS

- Attend meetings and prepare Meeting Minutes.
- Attend job-walks with architect and engineers
- Review plans at various stages and provide comments
- Provide support as required
- Review the 60 and 90% Plans and Specifications to identify potential errors, omissions, National Electric Code and coordination issues.
    - Detailed review of the Electrical drawings, Latter Logic, Relay logic, Control Logic, verification of the Instrumentation and Mechanical Drawings, and confirm that all electrical equipment are properly shown at their corresponding placements with their required signals, tagging, SCADA network connectivity, Verify all needed points and PLC Address on a list etc.
- Ensure all submittal comments have been addressed in the 100% package.

CONTRACTOR PRE-QUALIFICATION

- Attend meetings and provide Meeting Minutes
- Review and prepare draft RFQ and provide comments
- Prepare Spreadsheet evaluating responses
- Provide support as required

CONTRACTOR BIDDING and SELECTION

- Attend meetings and provide Meeting Minutes
- Review and prepare draft RFP and provide comments
- Attend Mandatory Pre-Bid Conference, Bid Scrub, and job-walks
- Assist with RFI responses, keep logs as required
- Prepare Spreadsheet evaluating responses
- Provide support as required

PRE-CONSTRUCTION

- Develop and update the over-all Project Schedule
- Develop and update the overall Project Budget
- Work with City staff and vendors to prepare the construction site for closure and construction
- Provide support as needed relating to Contractor Mobilization, administrative tasks, Facility Rules and Regulations for Contractors, etc.
- Attend job-walks as required to familiarize contractor with the facility and job-site
- Attend staff presentations to familiarize the affected staff as to expectations
- Attend planning meetings
- Meet with vendors as needed and as directed to obtain quotes, coordination, etc. Provide support as needed

CONSTRUCTION

- Monitor quality of construction via regular job-site inspections.
- Prepare, monitor, report periodically, and revise, as needed the Project Schedule.
- Prepare, monitor, report periodically, and revise, as needed the Project Budget.
- Attend weekly construction meetings, and provide meeting minutes, distributed to all parties
- Photograph site weekly and archive photos
- Monitor all standard construction documentation, including submittals, RFI's, etc.
- Review all contractor change orders for scope and cost approval.
- Review and monitor payment of all contractor and vendor invoices.
- Attend punchwalk on behalf of Client
- Monitor punch-list progress and completion to 100%
- Assist during punchlist period for complaints, modifications, etc.
- Provide support as needed
- On-site inspection services to ensure all electrical scope of work complies with the conformed set of plans and specifications.
    - Inspection team to be knowledgeable of all electrical, instrumentation, control logical, Discrete Input/Outputs, Analog (4-20ma) Inputs/Outputs and all SCADA/RTU systems at the project site.

FIXTURIZATION

- Assist Client with de-install and removal of existing furniture, and installation of new furniture and fixtures by Client's furniture vendor
- Obtain competitive bidding for any items or services, as directed by Client
- Prepare punchlists for furniture and fixtures
- Provide support as needed
- Attend jobwalks and/or meet vendors on site as needed

POST-CONSTRUCTION

- Attend meetings and provide Meeting Minutes
- Review requests for additional scope or services; obtain pricing, and implement, if so directed
- Provide support as required

ACCOUNTING AND PROJECT CLOSE-OUT

- Obtain close-out package from General Contractor including but not limited to as-built drawings, air-balance reports, warranty, maintenance and operations manuals, etc.
- Assist with coordination of final payment to General Contractor
- Assist with completion of Lien Release process
- Provide summary documentation, spreadsheets, analysis, etc, as directed
- Archive all electronic and paper files; provide copies of key documents and photos to Client

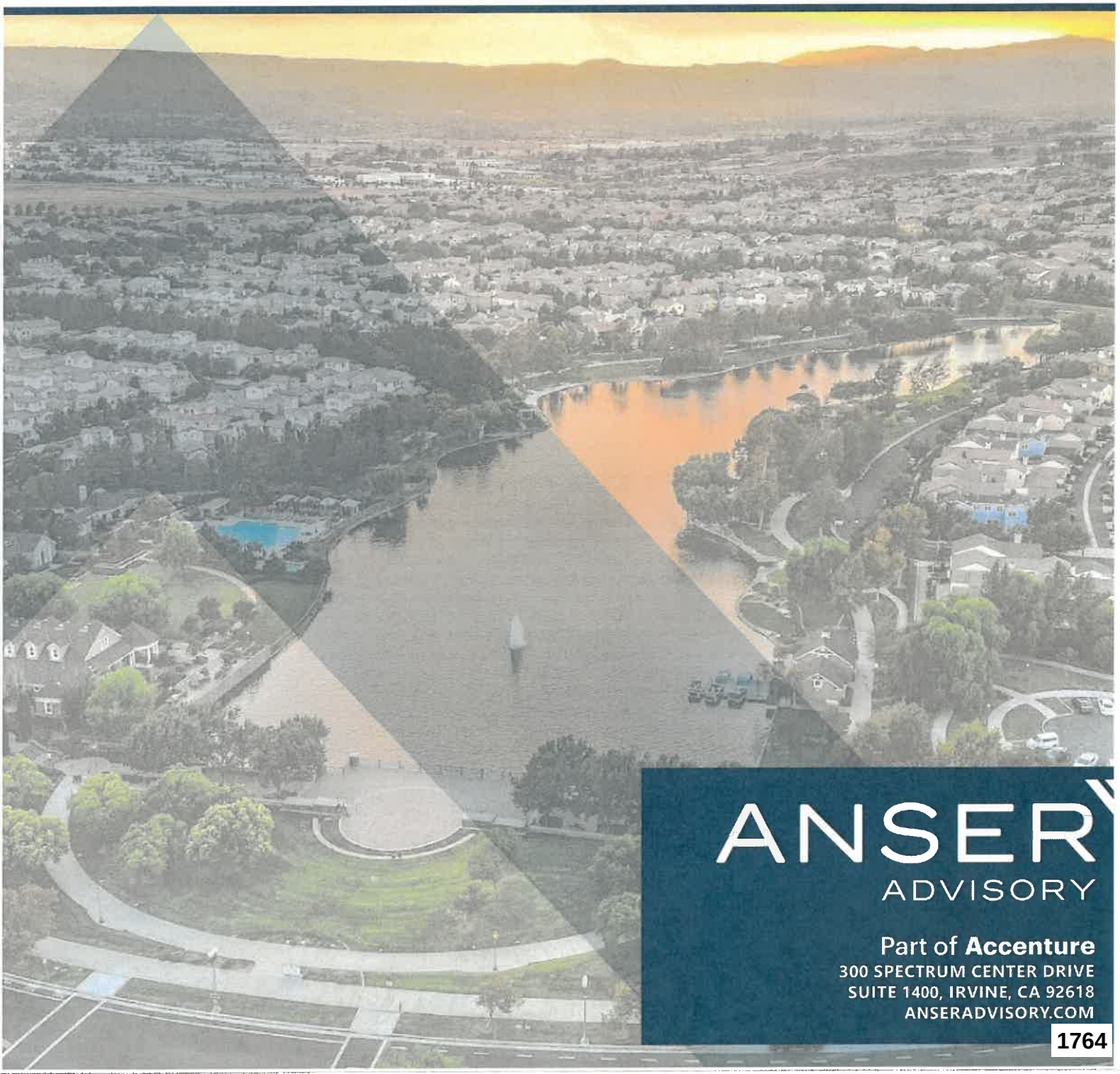
CITY OF ONTARIO

REQUEST FOR QUALIFICATIONS

RFQ NO. 1739

ON-CALL PROJECT MANAGEMENT SERVICES

FEBRUARY 2, 2024



ANSER ADVISORY

Part of **Accenture**

300 SPECTRUM CENTER DRIVE
SUITE 1400, IRVINE, CA 92618
ANSERADVISORY.COM

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EXECUTIVE SUMMARY

Anser Advisory (Anser) is pleased to present our proposal to provide project/construction management services for the City of Ontario (The City). Anser recognizes that the City is seeking project/construction management specialists to provide professional management services on assigned City projects, including, Architectural, Capital Improvement, Design and Construction, Facilities, Public Works, Water and Wastewater Distribution, Water Facilities, and As-Needed Project/Construction Management. Our team also acknowledges and has reviewed the City's Capital Improvement Program Budget, which largely focuses on improvements for parks, various facilities, storm drains, and street projects. As you will observe in this proposal, Anser is a local leader in performing these exact services on similar projects for public agencies and cities throughout Southern California, including The City and City of Ontario Municipal Utilities Company (OMUC).

ABOUT ANSER ADVISORY

Our mission has always been to provide cost-effective project implementation, construction phase services and staff augmentation solutions for public agencies. Our experience, coupled with a competitive rate structure, is what sets us apart from our competitors. Anser is committed to providing highly qualified project managers, construction managers, inspectors, project engineers, office engineers, labor compliance and administrative staff for a wide range of CIP and development projects. Currently, Anser has a large team of professionals with varied backgrounds and deep experience in public works. Our proposal demonstrates Anser's experience in providing construction management and inspection services on similar projects, highlights our staff's qualifications and experience, and presents our cost-effective approach to staffing projects and managing resources. Our clients have continued to choose Anser for our high level of service and quality, our experience, and commitment to the success of every project.

IDENTIFICATION OF PROPOSER

Anser Advisory Management, LLC (dba Anser Advisory), part of Accenture

300 Spectrum Drive, Suite 1400
Irvine, CA 92618

Legal Name and Address

Limited Liability Company (LLC)

Legal Form of Company

Accenture LLP

Parent Company

Jonathan Smith, PE, QSD
Principal-in-Charge
858.472.2212
jonathan.smith@anseradvisory.com

Firm Contact Representative

No. 12415750

City Business License Number

APPROACH OVERVIEW

Anser's management approach is derived from the success and experience of our experienced staff working directly for a California public entities, and additionally combines many years of experience working with and for several districts in California both as internal staff (owners) and as consultants. Our management style reflects similar beliefs to those of the City of Ontario: transparency, honesty, and connection to the community. We'll assure the City and all stakeholders that every dollar is tracked and that project execution creates the maximum value for the City. The City will receive principal-level involvement and commitment on this project backed by a depth of resources who are each readily available to begin work immediately. The Anser staff that will be directly interacting with have decades of relevant experience, and will readily apply this experience to expertly execute your projects.

A successful project is centered on mutual trust, open communication, and the freedom to express ideas and hold each other accountable. It must be founded on the belief that each party has valuable insight and experiences that, when combined, provide the best value and outcome for the owner. On every project, we not only promote collaboration but verify that it remains in place throughout the project duration to enable the highest level of project success for all stakeholders.

Tried and true processes coupled with good planning and communication enables us to determine the answers to the following questions early in each project:

- Program needs: What needs to be accomplished?
- Project budget: How many construction dollars are available?
- Project schedule and interdependencies: When is it required?
- Appropriate assignment: Who will execute the work?
- Deliverables required: What is the end product?

Anser will utilize the answers to these questions to employ a proactive approach which guarantees the strategies developed around these answers are implemented, while also eliminating waste and bloat to maximize efficiency in design and construction.

STAFFING RESOURCES

A. FIRM STAFFING AND KEY PERSONNEL

We have assembled a highly experienced team of experts to provide the City with Project/Construction Management Services. Our three personnel that will be principally responsible for working with the City will be: **Jonathan Smith, PE, QSD, Stephen Mutch, PE, CCM, ASSOC. DBIA, QSD,** and **Kamran Panah, PE, QSP.** Brief biographies and qualifications of these individuals are presented on the subsequent page. Additionally, we have included key personnel listed in our organizational chart that align with the services requested in the RFQ.

We have additional staff that can be placed as-needed per project. We have over 200+ technical staff available in Southern California that can be available as-needed.

B. SUBCONTRACTORS/SUBCONSULTANTS

We will be partnering with Rockwell Construction Services, LLC (RCS) to provide electrical and instrumentation components as-needed.

** indicates key personnel*

ANSER ADVISORY
Part of **Accenture**

Principal-In-Charge
Jonathan Smith, PE, QSD*

Senior Project Manager
Stephen Mutch, PE, CCM, ASSOC. DBIA, QSD*

Senior Project Manager
Kamran Panah, PE, QSP*

Water/Sewer/Utilities
As-needed:

Construction Managers:
Chris Heidel, *MBA,CCM**
Pedram Abbassi, *LEED AP BD+C, QSP, CESSWI**
Gary McCredie, *CMIT*
Andres Adame
Hamed Soltani, *PE*
Barry Safa

Construction Inspectors:
Tom Hall
Jeremy Hooper
Greg Swan

Public Works
As-needed:

Construction Managers:
John Reidinger, *CCM**
Ben Torres, *CMIT**
Adam Hunt, *CCM*
Tony Gatoff, *CCM*
John Duong, *CCM, EIT*
Bryan Tuschhoff, *CMIT, QSP*

Construction Inspectors:
Ryan Carey, *CMIT*
Ryan Marcy

Engineering
As-needed:

Construction Managers:
Tyson Atwood, *PE, QSD**
Lucas Rathe, *PE, QSD**
Musaab Al Madhadi, EIT
Greg Gwozdz, PE

Construction Inspectors:
Dakota Mebane
Michael Chevalier
Ronnie Chevalier, *CHST*
Nick Deile, *QSP*
Paul Morales

Electrical & Instrumentation Services
As-needed:
James Hudson- RCS
Thomas Klein- RCS

PRINCIPAL INDIVIDUALS



JONATHAN SMITH, PE, QSD | PRINCIPAL-IN-CHARGE

Education:
BS, Civil Engineering

Licenses/Certs:
CA Engineer#c61253
SWPPP NO.23727

Experience:
30+ years

Jonathan is a hands-on, results-oriented leader with a proven history of productivity and an ability to take complex issues and get to a consensus quickly. During his 30 plus-year career, he has worked for numerous agencies throughout Southern California in roles varying from Director of Public Works to Senior Civil Engineer. He has experience related to construction management and design, water/wastewater projects, roadways, sound walls, retaining walls , public facilities, and various other public works projects. Jonathan is a highly effective manager with an extensive amount of experience and skills.

REPRESENTATIVE EXPERIENCE:

- Buccaneer Park Restroom (PSA) - Project Manager
- College Blvd. Widening Waring - Old Grove (CIP# 20-00013) (SB-1 Funds), City of Oceanside, CA - Project Manager
- City of Menifee, CIP 21-04 Fire Station No. 5 - Principal-In-Charge
- Lindley Reservoir, City of Escondido, CA -Project Manager



STEPHEN MUTCH, PE, CCM, ASSOC. DBIA,QSD | SENIOR PROJECT MANAGER

Education:
BS, Civil Engineering

Licenses/Certs:
CMAA #2384
CA Engineer#66757
SWPPP #01240

Experience:
30+ years

Stephen has over 34 years of broad civil design and construction management experience for various types and sizes of public agency capital improvement projects and Federal facilities. His background includes environmental system design and operations, vertical building, heavy horizontal, and underground utility projects. Clients rely on his expertise in permitting, sighting of facilities, project commissioning, and coordination/oversight of design teams. With Stephen's depth of experience in leading teams, he offers another level of redundancy in the overall program management of our team.

REPRESENTATIVE EXPERIENCE:

- SGVCOG, Diamond Bar Golf Course Project, Diamond Bar, CA - Senior Construction Manager
- County of Santa Barbara Department of Public Works, Tajiguas Resource Recovery Project - Construction Manager
- City of Seal Beach, Seal Beach Pier Renovation Project, Seal Beach, CA - Senior Program Manager
- Signal Hill Police Station & Emergency Operations Center, Signal Hill, CA -Program/Construction Manager



KAMRAN PANAH, PE, QSP | SENIOR PROJECT MANAGER

Education:
PhD Eng.
MS Engineering

Licenses/Certs:
PE California#41483
SWPPP NO.21523

Experience:
35+ years

Kamran Panah is a skilled water engineer/project manager with over 35 years of experience in planning, design, project management, and construction management of various capital water projects. He has experience across both private and public sector such as with water districts, cities, and counties, each requiring special considerations with multiple stakeholders. Kamran has extensive knowledge of design of water transmission and distribution facilities, pre-construction planning, construction contracts, procurement, project execution, financial management, and project closeout.

REPRESENTATIVE EXPERIENCE:

- Golden State Water Company, Torrance, CA - Program Engineer
- Ontario Municipal Utility Company, Ontario, CA Capital Project Engineering/Management Integrated Staff Augmentation Services - Engineer/Project Manager
- Camrosa Water District, Camarillo, CA - Construction Manager

EXPERIENCE AND TECHNICAL COMPETENCE

A. EXPERIENCE

Anser has established a reputation for providing superior services on the most technically challenging projects by implementing a proactive approach to all our projects. Having worked on programs of all sizes, our staff has experience delivering multi-billion-dollar programs and many limited-scale projects concurrently. We provide specialized training to our staff and equip them with the tools they need to succeed in any short-term or long-term construction project. Regardless of project scope or size, the fundamentals associated with successful project delivery remain the same; they involve conducting proactive risk analyses, constructability reviews, and proactive cost and schedule management.

Anser will also leverage its dynamic and flexible company structure to provide the right resources at the right time to deliver on any civil engineering needs throughout the lifecycle. We have demonstrated this capability through our vast number of years managing similar projects and implementing Owner's Representative best practices throughout our client's project lifecycle, from conception to post-construction.

Experience with California Municipalities

For over 28 years, Anser has provided construction management services to hundreds of municipalities throughout California. We are familiar with the complexities of these municipalities, including permitting and regulatory compliance, environmental compliance, quality control and inspection, community engagement, stakeholder coordination, and timeline and budget management. We have built strong relationships to facilitate the progress of their projects and achieve compliance with all regulations. An abbreviated list of our current municipal clients includes:

- City of Anaheim
- City of Chino
- Coachella Valley Water District
- City of Corona
- Crescenta Valley Water District
- City of El Monte
- City of Escondido
- Eastern Municipal Water District
- Elsinore Valley Municipal Water District
- City of Gardena
- City of Huntington Beach
- Inland Empire Utilities Agency
- City of Irvine
- City of Laguna Beach
- City of Laguna Niguel
- City of Lake Forest
- City of Menifee
- City of Oceanside
- City of Murrieta
- Moulton Niguel Water District
- City of Ontario
- City of Pasadena
- City of San Diego
- City of Santa Ana
- City of Temecula

REFERENCES

Client	Project	Contact
City of Long Beach, CA Marilyn Surakus, Project Management Bureau Manager	On-Call Project Management Services	(562) 570-5793 marilyn.surakus@longbeach.gov
City of Oceanside, CA Paul Pham, City Development Engineer	Land Development	(760) 435-5030 ppham@oceansideca.org
City of Murrieta, CA Bob Moehling, PE, City Engineer	On-Call Project Management, Construction Management, Inspection, and Labor Compliance	(951) 304-2489 bmoehling@murrieta.org
City of Ontario's Municipal Utilities Company, CA Omar Gonzalez, Senior Associate Civil Engineer	On-Call Project Management, Construction Management, and Inspection Services	(909) 395-2578 oegonzalez@ontarioca.gov
County of Riverside Transportation Department (RCTD) Elmer Datuin, Materials Manager	On-Call Construction Management Services	(951) 850-6068 edatuin@rivco.org

Local Experience

Anser has excellent similar professional and field-oriented qualifications, relevant local experience, and familiarity with the geographic area of Ontario. We have been providing on-call construction management and inspection services on projects for the City of Ontario's Municipal Utilities Company since 2016. As a result, we are familiar with the City's internal processes and staff. With our steady growth and expansion in the region, including surrounding public agencies, we are more than capable of managing this on-call project for the City. In fact, we are the perfect fit in size, expertise, and capabilities—we are large enough to successfully provide the right staff at the right time, yet small enough to make quick decisions and nimble adjustments which ensures the best quality service to support the City with their project. Our team is eager to deliver high-quality projects and staffing solutions to the City of Ontario.

B. PROJECT SPECIFIC EXPERIENCE

ON-CALL PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES

City of Long Beach, CA

RELEVANT PROJECT HIGHLIGHT: CITY OF LONG BEACH, EL DORADO PARK ARTIFICIAL TURF SOCCER FIELD



The project provided an artificial turf soccer field with an integrated high pressure cooling system, new portable goals, new protective netting behind goal, and new decorative fencing. New ADA curb ramps, pathways, and parking were also added. Landscaping and site improvements included trees, sod, irrigation, multiple retention basins, field drainage network, decorative etched boulders, sidewalks, parking lot speed bumps, and a new hydration station. The project also included adding a new City meter, backflow, and wi-fi landscape irrigation controllers. Anser was able to completed construction under budget by $1.2M, and did so on schedule and coordinated with the city to add a scope for a new water meter and backflow assembly.

RELEVANT PROJECT HIGHLIGHT: CITY OF LONG BEACH, DAVENPORT PARK PHASE II - PARK EXPANSION



This project will expand upon the existing 5.5-acre park to 11.5 acres of total park area. The project will include a natural turf sports field, lighting, outdoor seating, fitness stations, walking trails, storm water improvements, new landscaping, and a new asphalt road and parking area. This project is currently in the pre-construction phase and is part of a multiphase program to improve this site. Anser is actively providing preconstruction planning and construction management services.

ADDITIONAL PROJECTS UNDER THIS CONTRACT

- Recreation Park Playground Renovation
- Michelle Obama North Branch Library *(pictured)*
- El Dorado Ball Fields
- Los Cerritos Channel Storm water Diversion Project
- Willow Springs Wetland Restoration
- Emergency Communications and Operations Center
- DeForest Wetlands Park Rehabilitation



a. Role of the firm
Project Management, Construction Management, Contract Administration

b. Dollar value of the services
Approx. $100M

c. Dollar value of the fees
$9.2M

d. Description of services
Varied by project, see specific examples below.

e. Staffing
Stephen Mutch, Tony Gatoff, Ben Torress, Adam Hunt, Jason Rechlecki

f. Duration of providing services
1996-Ongoing (through various recompete contracts)

g. Relationship to Client
Long Term consultant to the City of Long Beach

h. Contact
see reference chart on pg. 5 for contact information

(ii) a-g.
None of the items in section (ii) a-g has occured

B. PROJECT SPECIFIC EXPERIENCE

ON-CALL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, INSPECTION, AND LABOR COMPLIANCE SERVICES

City of Murrieta, CA

RELEVANT PROJECT HIGHLIGHT: CITY OF MURRIETA, TOWN SQUARE PARK PROJECT PHASES 1, 2, AND 3



Anser provided construction management, inspection, and labor compliance services on this three-phase project for the City of Murrieta. **Phase 1:** Design and build a 4-acre park, which included landscape, irrigation, lighting, restroom and an amphitheater. Additionally, designed and built the loop and entry roads, potable water well and reclaimed water connections. **Phase 2:** Designed and constructed a semi-circular backdrop and covering for the amphitheater that incorporated high quality sound and lighting for the various concerts, productions and events that take place at Town Square Park. Constructed an enclosed storage area and dressing/green room (off-stage area) for performers. **Phase 3:** Redesigned the lighting surrounding the park by allowing for individual lighting controls. Installed a sound system, security cameras, and Wi-Fi.

RELEVANT PROJECT HIGHLIGHT: CITY OF MURRIETA, MURRIETA SPORTS PARKS



Anser provided services for new synthetic turf football and soccer fields. Project features include grading, sub-drain system, landscaping, irrigation fencing, lighting, bleachers and ancillary facilities to support the park. Duties included preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also included quality assurance and compliance with public works and building code requirements. Inspection included landscaping, irrigation, minor structures, water system, grading, curb and gutter, irrigation, SWPPP/NPDES inspections and documentation.

ADDITIONAL PROJECTS UNDER THIS CONTRACT

- Murrieta Community Center
- Murrieta Senior Center Improvements Project *(pictured)*
- B-Street Station/Senior Center Outdoor Recreation Area
- 2020 Annual Pavemen Rehabilitation Project
- 2029 City-Wide Slurry Seal Project
- Historic Downtown Traffic Signal Painting
- Torrey Pines Park



a. Role of the firm
Project Management, Construction Management, Inspection and Labor Compliance

b. Dollar value of the services
$500M -Services

c. Dollar value of the fee
$20M- Fees

d. Description of services
Varied by project, see specific examples below.

e. Staffing
Bryan Tuschhoff, John Reidinger, Cesar Ramirez, Heidi Nesper, Rachael Highley

f. Duration of providing services
2010-Ongoing (through various recompete contracts)

g. Relationship to client
Long Term consultant to the City of Murrieta

h. Contact
see reference chart on pg. 5 for contact information

(ii) a-g.
None of the items in section (ii) a-g has occured

B. PROJECT SPECIFIC EXPERIENCE

ON-CALL PROJECT MANAGEMENT SERVICES

City of Ontario, CA

RELEVANT PROJECT HIGHLIGHT: CITY OF ONTARIO (OMUC), UT1046 SAN ANTONIO TRANSMISSION WATER MAIN



Anser provided construction management and inspection services for the UT1046 San Antonio Transmission Water Main project. The construction took place in the City of Upland along 8th Street, between San Antonio Avenue and South Fern Avenue. The work consisted of the installation of approximately 85 linear feet of 60-inch diameter steel casing, approximately 60 linear feet of 48-inch diameter steel casing, approximately 200 linear feet of 30-inch diameter CML&C WSP and approximately 1,290 linear feet of 36-inch diameter CML&C WSP potable water transmission main; ground improvements by permeation grouting, including subsurface investigations, installation of water appurtenances connections to existing pipelines; pipeline abandonments and removals, temporary water supply line (highline); implementation of traffic control during construction, pavement repair, grinding and overlays, and striping restoration.

RELEVANT PROJECT HIGHLIGHT: CITY OF ONTARIO (OMUC), UT1050 ONTARIO RANCH PHASE 2 WATER MAIN IMPROVEMENT PROJECT



Anser provided construction management and inspection services for the UT1050 Ontario Ranch Phase 2 Water Main Improvement Project. The construction took place in the City of Ontario along Grove Avenue between Eucalyptus Avenue and Chino Avenue and Chino Avenue between Grove Avenue and the Chino Avenue Bridge (Cucamonga Creek). The work consisted of the installation of approximately 7,900 linear feet of 30-inch diameter cement-mortar lined & coated (CML&C) Water System Planning (WSP) water main , and 8,600 linear feet of 18-inch diameter CML&C WSP water mains and a Pressure Reducing Station; installation of water appurtenances; connections at various street intersections; implementation of traffic control during construction, temporary paving, pavement repair and street restoration.

ADDITIONAL PROJECTS UNDER THIS CONTRACT

- Water Main Replacement Phase 1, UT 1027
- Well House Roof Replacement Project, UT 1036
- Recycled Water Improvements for Riverside Drive
- UT1016 Archibald Sewershed
- UT1018 North Vineyard Sewer
- UT1060 Water Replacement



a. Role of the firm
Project Management, Construction Management, and Inspection Services

b. Dollar value of the services
$6M -Services

c. Dollar value of the fee
$500K- Fees

d. Description of services
Varied by project, see specific examples below.

e. Staffing
Pedram Abbassi, Bryan Tuschhoff, Barry Safa, Kamran Panah, Michelle Rios, Rachael Highley

f. Duration of providing services 2
016-Ongoing

g. Relationship to client
Long Term consultant to the City of Ontario

h. Contact
see reference chart on pg. 5 for contact information

(ii) a-g.
None of the items in section (ii) a-g has occured

B. PROJECT SPECIFIC EXPERIENCE

ADDITIONAL RELEVANT PROJECTS

CITY OF SIGNAL HILL, SIGNAL HILL LIBRARY | $16.7M | COMPLETED 2020



Anser provided program and construction management services for the design of a new Leadership in Energy and Environmental Design (LEED) certified Library in the City of Signal Hill, California. The Library was planned as a 14,900 square foot, two-story structure. The facilities are located on the ground floor and include a kids' reading area, with a cave-door for an entry and a colorful landscape mural incorporating elements from prehistoric times and the history of Signal Hill. It's framed by "Daisy," a giant apatosaurus-like dinosaur whose name was chosen in a community contest, a learning lab for individual and team study; a first-floor courtyard; a top-floor terrace, which can be reserved for events, that offers a stunning hilltop view of the region; a room devoted to history with rotating cultural and historical exhibits; and a "Teen Village" aimed at young people. The second story is occupied by Signal Hill's Community Services Department. Given the existing ground slope at the site, the second story of the structure is level with the first floor of City Hall, improving direct pedestrian access into the Community Services Department. The library boasts sustainable energy, with electric-charging stations and California native landscape.

CITY OF LONG BEACH, SCHERER PARK COMMUNITY CENTER RENOVATION | $1.5M | 2022-CURRENT

The project provides full interior and exterior renovations to the existing community center and public restrooms, public breezeway, new ADA parking, and hardcape improvements. This project Is currently nearing the award phase and will require multi-level coordination to minimize the impact to the public's use of this site. The City actively holds after school tutoring sessions and will also hold summer community programming making it important to properly coordinate the exterior lead abatement while keeping adjacent playgrounds and basketball courts open and partial public use of the building.



Anser has been providing constructability reviews, cost estimating, scope phasing plans, proposal reviews, and recommendations to scope to minimize community programming interruptions. Our team will continue to provide construction management services throughout all phases of this project. JOC project delivery.

CITY OF LORAIN, WATER MAIN REPLACEMENT | $2M | COMPLETED 2023



Anser was retained by The City of Lorain for preconstruction Services—including constructability and schedule reviews, and the subsequent Construction Management and Inspection Services on the Water Main Replacement Year 1 Project for the City of Lorain. This project replaced ~6,000 linear feet (LF) of 8-inch and 12-inch watermain. In addition to the new watermain, 44 new water line valves, 12 new fire hydrants, and the reconnection of approximately 80 water services to residential customers was also performed.

This project was the inaugural year of an annual water main replacement project to replace a selection of small diameter water mains throughout different parts of the City having experienced either an increased break rate, low pressure issues, or poor services conditions. With consideration to setting precedent, site restoration was of high importance. Work included asphalt and concrete pavement replacement, concrete sidewalks, and landscape repairs. Extensive coordination and public outreach was required on this project due to the amount of service connections and resident involvement.

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SLURRY SEAL PROJECTS FOR FY'S 18/19, 19/20, 20/21, AND 22/23 | $5M | COMPLETED 2023

Anser has provided inspection services on various road improvement projects in Riverside County since 2018. Roadway improvements include Slurry Seal Type I, II, III with Polymer Modified CQS-1h asphalt emulsion, Microsurfacing Type II, PCC minor concrete removal/grading/form/pour/finish/strip, traffic control, shoring, and backfill of pressurized gas lines. Projects consisted of over 100 miles of roadway and over 30,000 tons of slurry.



C. TECHNICAL COMPETENCE

Managing and Executing an On-Call Contract

The Anser team is ready whenever you need us. With our extensive experience managing resources for various agency on-call contracts, we recognize that services of this nature may range from full-time to intermittent support. Additionally, we understand that the nature of the request may be on short notice. The Anser team has a deep bench of qualified professionals that are ready to provide the City with resources for any project, no matter the size, and within a moment's notice. Anser is prepared to deliver highly trained and energetic engineers and inspectors to complete the City projects on time, within budget, and of the highest quality.

When Anser is called on by the City to assemble a project team, we will present both its approach to successfully complete the project along with the resumes of multiple staff capable of executing the project. We will present only resumes of qualified candidates for the specific needs of the project. When assembling a team, our proposed Principals, will internally interview multiple candidates and select the best and most qualified for the proposed project.

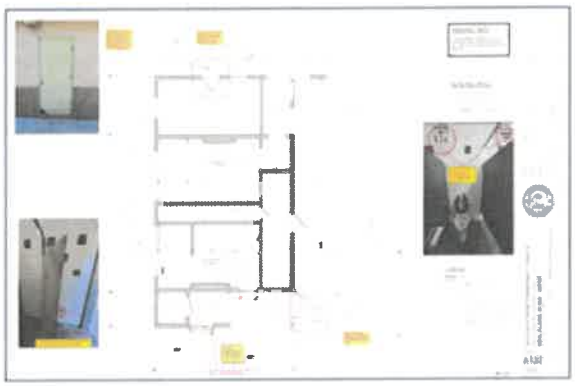
In-House Resources

Approach to Civil Integrated Management

Anser effectively leverages tools available today, including bringing our projects successfully into the future by implementing Civil Integrated Management (CIM). CIM is the technology-enabled collection, organization, managed accessibility, and the use of accurate data and information throughout the lifecycle of a project. Our aspirations are to make incremental improvements to functions in workflow and enable full digital workflows from project inception to project delivery. Our team is encouraged to always find cost and time savings on all projects and CIM is proving to be a true value add to our clients that brings those benefits. We have and continue to work with different technologies that best fit our projects and have identified BlueBeam, Virtual Project Office (VPO), OpenSpace, and C-MIS project management software technology to be two tools that we believe can bring value to the City's projects.

BlueBeam

Anser utilizes Bluebeam Revu software for its constructability review comments on the project plans and specifications. Anser will mark up a set of plans on the PDF editor, as shown in the example drawing. There are two benefits with this software which can improve efficiency and reduce review times between the project team.



BLUEBEAM BENEFITS

- Cloud-based server lets multiple team members to comment directly on the PDF. Allowing simultaneous reviews.
- Once all the comments are compiled on the marked-up PDF set, the software can export a review sheet that identifies the page number, comment, and, most importantly, a picture of the discussed item, eliminating an Excel spreadsheet log.

Virtual Project Office

Anser has leveraged a Microsoft SharePoint-based Project Management Information System (PMIS) called Virtual Project Office (VPO) which can be deployed to facilitate project tracking, administration, and management reporting. The VPO is a secure, easy-to-use, web-based workspace that all project stakeholders (City and Anser staff, general contractor, etc.) can use to streamline and automate processes and accelerate productivity and storage of all design and construction documents by leveraging leading cloud-based solutions.

OpenSpace

Anser can provide 360-degree image captures via OpenSpace. These 360-degree images are stitched to create a virtual walk (think google maps for the project). The pictures are geotagged allowing users to locate exact locations on the plans via the site plan and provide split-screen images of current-day activities and any other past-day activities in the same exact area. This tool has been proven invaluable in pre-construction services, in claims avoidance or dispute resolution, and serving as a historical record, which provides information for as-built designs in the future, if needed. Anser successfully utilized this for multiple clients such as RCTD's Avenue 66 Grade Separation Project and I-215 Scott Road Interchange Project. An example of the before/after comparison of our Scott Road Interchange Project is shown to the right.



PROPOSED METHOD TO ACCOMPLISH THE WORK

A successful project is achieved by fostering good relationships between project team members, including City staff, the design firm, and the Contractor. As the Owner's Representative, we will help establish good relationships with all team members, creating efficient chains of communication and treating all parties fairly and with respect. Our goal is for all parties to work cohesively as one project team to make sure that the project is constructed to the required quality, economic, and safety standards. Before we can accomplish these goals, we must first understand the viewpoints of not only the City but also, just as important, perspectives of the design firm. This allows us to analyze critical situations from all views and work with the project team to develop the best solutions throughout the project lifecycle, from design to commissioning and close-out.

The Anser team is a proponent of *partnering*, a project approach structured to allow the design and construction process to be performed within an environment of mutual trust, commitment to shared goals, and open communication among the client, design firm, and Contractor. Those who agree to work under a partnering approach, work to create an atmosphere in which all parties are working in harmony toward mutual goals to avoid claims and mitigation. Close communication and establishing mutually agreeable goals at the beginning of the project can achieve great results while reducing the need for claims and litigation lawyers. The objective is a *win-win* attitude between all parties due to the design and construction process.



PROJECT MANAGEMENT KICK-OFF

Upon contract award, our project manager will lead a series of kick-off meetings with the City and the design firm. The kick-off meetings will provide an opportunity to align on the project scope, communication protocols, project risk, safety, security, and schedule. They will also be a pivotal opportunity to level-set the roles and responsibilities between the City, Anser, and the design firm. A successful project is centered around four key principles: collaboration, cooperation, communication, and chemistry. A clear understanding of all team's primary responsibilities and interrelationships is critical and must be identified early.

Anser can assist in developing a Responsibility Assignment (RACI) Chart (below). We can use our RACI Chart to track stakeholder commitments and obligations as contained in all applicable agreements by using team member responsibilities and functional relationship skills to set forth the project objectives and team control mechanisms.

ROLE R A C I	Task 1		Task 2			
	Project Management Plan	Bi-Weekly Meetings	Data/Record Collection	"No Project" Cost Savings Analyst	RES-BCT Forensic Analysis	Draft TM
RPU Project Team	C	C	C	I	I	C
Project Manager	R	R/A	A	A	I	A
Energy & Data Analyst	C	I	R	C	A	C
Financial Analyst	C	I	I	R	R	R
Technical Advisor	I	I	I	I	C	C
Utility: SCE						C
RPU - Facilities Mgmt.	I			C	I	C
RPU Accounting				C		C

DESIGN AND CONSTRUCTION DOCUMENTS

Design Phase

Anser has in-depth experience in guiding and supporting clients through initial phases of the project i.e., scope identification, preliminary estimates and schedules. The scope definition project will be the north star in defining project goals and milestones.

With our expertise in design management, our team has been successfully able to assist many cities to create multi-million-dollar scoped projects. After determining scope of projects, we will be able to guide the client and the design team through an initial intake meeting to eliminate any concerns that might arise down the road.

We will verify that the construction documents meet the standards and guidelines by conducting reviews of drawings and specs. This process will verify that construction documents have gone through the quality assurance and quality check prior to submittal. Our goal is always to identify any issues and hurdles prior to construction to alleviate major cost impacts down the road.

Once the project's construction documents have been reviewed, we will assist in review of shop drawings and product submittals to align with compliance with is within standards and guidelines.

We will be teaming up with the individuals at **Rockwell Construction Services, LLC (RCS)** who have played a key role in the Construction, Start-up, Commissioning and Close-out on several hundred projects over the 45 plus years that they have been involved in the Water /

Wastewater industry. RCS' involvement with the industry was originally as an Electrical contractor (Rockwell Electric, Inc.). Over the past eighteen years they have been providing Electrical, Instrumentation/ Control, and SCADA construction management services as a consultant. During this time, RCS has provided services on several projects where they were contracted to Anser. These projects have ranged in size from smaller projects such as Pressure Reducing Stations to larger projects such as the construction of new Pump Stations.

Review of Plans and Specifications

RCS personnel have been involved with building several hundred projects over the course of our careers. When reviewing plans and specifications we look at them through the eyes of the contractor. We ask ourselves, is it buildable? Are the plans technically accurate and do they follow the NEC and building code requirements? Might there be another way to build it that may have advantages in both cost and operations. Are there areas where the contractor could have a good case for a change order? Have we experienced issues in the past with similar designs or equipment? Typically, our customers find that by engaging our services early in the design phase we can help provide a solid design that benefits them not only monetarily but functionally as well.

Investigation and Assessment of Elecrtrical, Instrumentation and Control Systems

RCS has provided treatment plant assessments for several entities over the years. Again, they rely on their experience and industry standards to assess installations and systems to provide a qualified evaluation. As Journeyman Electricians, their teamcan access electrical and instrumentation components in an educated and safe manner to support investigations.

Assistance with Project Planning

Anser has gained experience by building projects for many years provides us with a strong background with which to help with project planning. Whether it be aiding with a construction sequence in the specifications, or the review of a construction schedule provided by the contractor, our background allows us to evaluate the plan using our real-world experience

Constructability/Biddability Reviews

Anser's team stands ready to review the Construction Documents at key milestone dates to confirm that all major features of the design are progressing in accordance with Value Engineering decisions made. Periodic Design Reviews verify the technical accuracy of design and progress cost estimates and prepare comments for clarifications by the A&E and corrective actions. The Anser team is a firm believer in the ongoing review of the project documents during this phase. These reviews provide a structured format to evaluate the project plans technical specifications, contract documents, and bid schedules which are all critical in supporting construction and getting competitive bids. The Construction Documents need to be coordinated so that the construction contractor has a complete understanding of the requirements of the project. This effort will lead to more accurate bids, reduce project impacts, and ultimately save time and money during the construction phase.

A Constructability Workshop can also be organized by the construction manager with the A&E firm or Design-build Designer of Record to expedite the verification that the design is biddable, buildable, and in compliance with the City's requirements This workshop will also serve to identify any discrepancies between drawings, which can help minimize future change orders. In support of bid document preparation, Anser will perform a final verification that all design and constructability/ biddability review comments have been addressed and incorporated.

The Anser team stands ready to utilize a variety of web-based Project Management Platforms that might be at the disposal of the City. If no specific platform is required, Anser will deploy Bluebeam RevuTM. It has industry-tested features that well manage design and constructability reviews, comments, and communications.

Capabilities

We can place the drawings in a cloud-based server where multiple team members can comment directly on the PDF. This will allow simultaneous reviews rather than back-and- forth commenting between the team.

Once all the comments are compiled on the marked-up PDF set, the software can export a review sheet that identifies the page number, comment, and, most importantly, a picture of the discussed item.

This report supplements or replaces the Microsoft (MS) Excel spreadsheet typically issued as the tracking log for the constructability comments. When reviewing comments, there is no need for a separate set of plans and an MS Excel sheet. This report will combine both and make for more efficient, productive meetings with the team. Additional sketches and drawing details containing recommendations for package improvements will be provided to supplement the comment log to verify clarity. The comment/response log will be supplemented with full-size sheet plans with markups for each project.



ARCHITECTURAL/CONTRACTOR PRE-QUALIFICATION, BIDDING, AND SELECTION

Bidding Phase Support

Anser has managed public contracting processes and requirements for a variety of public agencies in California and nationwide. The Anser team has extensive knowledge of the requirements and regulations of public contracting codes. In fact, Anser has an in-house team of contract specialists who review all contracts prior to recommendation and implementation.

We are aware of the various project delivery methods such as Design-Bid-Build, Design-Build and we have extensive experience in developing best value (design-bid-build) and both traditional and progressive Design-Build methods. We can help support the City in exploring various options within these two procurement methods which will lead to better management of the projects from design to completion. Various projects based on size, type and complexity will align with different and various options of the delivery methods and Anser has the knowledge and experience in successfully delivering the projects to these clients.

Services for Procurement:

- Meet with the City's Program Manager / Contracts Department to discuss the type of procurement method to be used. Anser has experience using the traditional Low Bid, Design Build, Lease-Lease back, Job Order Contracting (JOC), Best Value Bid, A/B letters, etc. Based on the type and size of project, Anser will make a recommendation of procurement to the Program Manager.
- Conduct outreach and develop a list of qualified contractors including key critical sub-contractors such as concrete, steel, framing, mechanical, electrical, low voltage, and plumbing trades.
- Prepare and assist in preparation of the Request for Proposal (RFP) in the case of Lease-Lease Back or Design Build procurement Projects.
- Prepare bid documents and coordinate with the Business/ Contracts department to advertise the project.
- Conduct job site meetings with the potential bidders. Inform the potential bidder of special conditions (if any) such as phasing, working hours, PSA requirements, relocation of property and materials, interim housing, local ordinances, certified payroll requirements
- Track and monitor the status of the Request for Information/ Clarifications (RFI/C) from potential bidders; review and coordinate with A/E and program managers to prepare response. Issue Addendum as necessary during the Bid process.
- Support and assist in evaluation of the bids and to validate the accuracy of the bids.
- Conduct post-bid interviews as necessary to validate bids.
- Support and assist in issuing Notice of Award (NOA) and Notice to Proceed (NTP) to the successful bidder.
- Coordinate with the Project Inspector (PI) to set up the testing lab and any other special inspection services

PRE-CONSTRUCTION

Pre-Construction Conference

Anser will coordinate and conduct the pre-construction conference with the City, contractor, and all applicable partners to discuss the project. During this meeting, we will review the proposed baseline schedule with the contractor, establish an understanding of the sequencing of work, and develop a plan to minimize resubmissions of the baseline schedule. We will also identify opportunities to reduce the overall schedule and reduce the risk of schedule delays. It is imperative to the project's success for the parties to agree upon a reasonable baseline schedule; this is the basis of regularly evaluating progress and apportioning responsibility for any delays.

The pre-construction conference agenda and minutes will include:

- Overview of project
- Introduction of key personnel and discussion of key roles and past project experience
- Responsibilities of the City
- Safety responsibilities of the contractor
- Confirmation of fully executed contract documents and NTP
- Discussion of master schedule
- Establishment of contract time and completion date
- Review of working day definition and holiday schedule
- Identification of overall project goals
- Establishment of chain of communication and key contacts
- Overview of public relations
- Discussion and definition of scope, critical design elements, schedule and cost factors
- Identification of potential issues and critical items and jurisdictional agencies
- Review of sub-contracts
- Integration of utility coordination activities into schedule
- Discussion of documentation and tracking controls
- Establishment of progress payment and change order procedures, scope, schedule and cost change administration, notification requirements, controls, submittal, and RFI processes
- Identification of long lead and/or any potential substitution or equivalent items as well as required testing
- Review of call-out requirements and deputy/ special and testing requirements
- Review of survey for consistency with the design
- Establishment of procedures for labor compliance monitoring and reporting
- Establishment of understanding of right-of-way, easements, and special access considerations, traffic control, placement of signs, etc.
- Discussion of action item assignments and procedures

Anser considers the pre-construction meeting to be our first progress meeting. All items discussed are designated as *open* or *closed*. All open items are carried forward to subsequent progress meetings until resolved and closed. Action items are assigned to a specific responsible party and with a deadline for resolution. The pre-construction meeting and site meeting minutes will be distributed via email to meeting participants and to courtesy recipients identified by the City.

Value Engineering

Provide Innovative, Best Value, and Compliance-Based Design Support

A value engineering workshop can be organized by the construction manager with the A&E firm or contractor to brainstorm and investigate cost-effective design responses that provide for technical and process innovation while providing the optimal value for the project. This can be an important step in guiding the design team toward a solution that is in the best interest of city and their project partners.

Permitting

Coordinate Permits from Regulatory Agencies

Our experience with permitting projects will allow our staff to closely monitor the progress of the design through permitting. Applicable permits with local and state agencies are carefully determined and monitored. Coordination during design with the various agencies in the permitting is critical to make sure that we take advantage of every opportunity. Hence, you get the project out to bid as soon as possible and keep the various permitting phases from slowing down the pre-construction, and construction phases.

CONSTRUCTION

Progress Meetings & Reporting

Regular periodic progress meetings will be established with City staff, design team/Designer of Record, the contractor, and applicable partners at intervals commensurate to the project demands-usually every week or every two weeks. All participants are invited to attend in person or via remote. Meeting minutes are distributed to all team members.

Special meetings may be required to address significant events or findings during construction that warrant special attention or pose potential problems or hazards to the completion of the project, particularly those which may result in substantial change orders or claims. Special issues will be discussed as they arise and addressed during the regularly weekly construction progress meetings. We will promptly investigate each issue and recommend a possible resolution.

When and if a particular matter is in dispute, early identification and settlement of the conflicting problems will be sought by conferring with the design firm and contractor. If necessary, resolution meetings will be scheduled. Detailed documentation will be maintained. Each special issue will be flagged, carefully tracked, and logged. Periodic summaries of special issues, including each disposition, will be generated, and used for discussion with the City and during the progress meetings.



Anser's Construction manager will prepare a monthly report covering :

- Summarized report of construction activities including significant events and accomplished goals
- Identification and discussion of current issues, and actions taken
- Construction observation reports
- Description of progress with photos
- Description of equipment used in construction
- Comparison of baseline vs. actual schedule and recovery efforts
- The latest detailed four-week look ahead schedule submitted by the contractor and reviewed by the construction manager
- Weather/rain days, delays and time extensions
- Pending Change Orders
- Comparison of planned vs. actual budget expenditures
- Report of progress payments made to date and invoices in process
- Safety compliance and labor compliance reports for contractor and subcontractor employees (as required)
- QA/QC addressing testing and regulatory compliance issues

Submittal Tracking & Reviews

The construction manager will process all correspondence and submittals on this project with assistance from our project administrator. The construction manager will maintain the current submittals for verification that work in the field is following the approved submittals. All shop drawings, samples and other submittals received from the contractor will be logged in and evaluated to see if we can review them or if additional reviewers are needed. If it is determined that Anser staff would not review the submittal, we will quickly discuss the item with the City Project Manager to assure that we agree.

Prior to starting the work, we will go through the submittal list and work out any issues with the content prior to the start of work. If we do need the submittal reviewed by the designer or another party, it will be logged in and routed to the reviewer with a desired response. Responses will be logged in and transmitted to the contractor. Submittals will be tracked throughout the project to enable timely response to avoid contractor claims for delay. All submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Additionally, Anser will recommend key contractual requirements for the contractor to clearly indicate submittal processing requirements in the project schedule. Submittal comments will be monitored to identify potential impacts on quality, cost, or schedule, with recommended alternatives and/or solutions.

RFIs

Upon receipt, the construction manager will log, distribute and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. However, if the design engineer or the City staff is required to answer questions, the construction manager will coordinate a timely resolution. This may involve preparing clarifying correspondence, illustrations, or documents. Anser will identify potential impacts to cost or time that may result due to issues identified in RFIs, with recommended alternatives or solutions to mitigate the potential impacts.

The contractor will submit any RFIs to the Anser team for review and response. RFIs requiring the approval of the City, or the A&E firm will be forwarded for review and response. Anser will maintain an RFI log for the project's duration to verify that contractual response times are being met.

Progress Payments

A cost control system based on the contractor's schedule of values, (or Bid Items) approved change orders and the contract amount will be developed and implemented to monitor progress costs. Upon submittal of the contractor's monthly invoice, the Anser construction manager will review the payment applications submitted by the contractor, check and or verify quantities using measurement of items and verification of the quantities computed and noted in their signed daily reports. The construction manager's daily reports and measurements will determine whether the amount requested reflects the progress of the contractor's work. Anser will resolve discrepancies with the contractor. Appropriate adjustments to each payment application will be required by the contractor. When the payment application has been checked, it will be presented to the City for processing.

Construction Inspections

Anser has a depth of resources available to provide inspection for every type of project and stand ready to fill assignments as they arise. We utilize a project 14-week look-ahead schedule to track staff availability with project assignments. A systematic monitoring and compliance process to enable resolution of all non-conforming work items

Anser will review and monitor the contractor's Quality Control Plan, in conformance with the City's Quality Assurance Manual or as developed by Anser and the City for the specific needs of the project. We will perform and/or coordinate QA/QC activities daily and review activities as they happen to verify that QA/QC procedures are followed, and deficiencies are monitored and resolved in a timely and efficient manner. The construction manager will maintain a chronological log of all records.

Contract Conformance



Anser will walk the site during the normal working hours (and when critical activities warrant it) to verify construction progress and to verify that all work conforms to contract requirements. Our construction manager will note work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

Anser believes punch list items should begin well before the completion of a project. Following this logic, a punch list of required completion items will be maintained and electronically shared with the contractor throughout the project duration. Completing these items as the project progresses minimizes added punch list items during final job walks with the City and applicable project stakeholders. In addition, this open communication helps minimize disputes on the contractor's behalf at the project end, ensuring a quick project closeout.

Photographs

Anser will prepare and maintain an electronic photo journal documenting the construction progress as well as all key milestones and events on each project. Photos will be taken of each job site before construction begins, during construction and upon completion of the project. Each project can also be filmed or videoed in addition to photography to enable full capture of all project details.

Daily Extra Work Reports

Our construction manager will oversee the assigned construction inspector in verifying and signing the contractor's daily extra work reports documenting force account (time and materials) work on a daily basis. Anser will make sure that only appropriate worker classifications necessary for approved time and materials work are included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

Jobsite Safety

Safety is Anser's number one priority. This includes the safety of the traveling public, the contractor, and our team. We adopt a zero-tolerance culture for preventable accidents to verify that every team member and public drivers goes home at the end of the day. Every member of our construction team has an obligation to never walk by an unsafe act. We will require the contractor to submit an Injury and Illness Protection Plan (IIPP) for all their operations for the project and make sure the contractor is held accountable for enforcing their plan. If we see something that goes against the contractor's plan, we will shut down the operation and call a meeting to make sure safety is the number one goal of the project. We also utilize safety checklists to align with all safety protocols are being adhered to and if something is found out of compliance, contact the contractor to make an immediate correction.



Materials Testing and Observations

The Inspector will monitor testing services, track documentation, and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion.

Stormwater Inspections/ Stormwater Pollution Prevention Plan (SWPPP) & Erosion Control Monitoring

Anser construction managers will enforce the approved SWPPP to be distributed to the contractor and City staff, check that the project is loaded on the state database and that the project complies with the approved Water Quality Management Plan (WQMP). Anser will verify to comply with all provisions of the Plan and/or other requirements set forth in the specifications. Anser staff is well versed in National Pollutant Discharge Elimination System (NPDES) monitoring through the provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. In addition, our Qualified Stormwater Practitioners/Developers (QSP/QSD) staff can prepare and execute the necessary weekly reports as well as mandated pre, during and post-storm reporting if requested.

Construction Management & Project Controls

Implementation of a hands-on and forward-looking approach to problem-solving and issue resolution

Anser will monitor closely the work of the contractor. The contractor will be required to submit a four-week look ahead of schedule at the weekly meetings. This is a very effective tool in helping to coordinate the construction operation, particularly in relation to any interface operations with the City's activities. Anser will assist the City to minimize disruption to both City and construction operations. Our staff will communicate openly with the project team and continually keep project partners fully apprised and heading in the same direction.

The Anser proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. These issues could be between any of the project team/partner members. All issues will be evaluated and processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. The Anser staff will quickly implement the alternative which suits the best interests of the project and the City. Anser will effectively and quickly communicate with City staff, design consultants and the contractor to identify conflicts construction problems, coordination issues, and will obtain the needed action and response to submittals and RFI's. Cost can be a major factor so issues will be evaluated for cost as well as time considerations during the evaluation process.

Prevention/Mitigation

Anser practices a style of construction management – called active risk mitigation management – that emphasizes implementing best practices, recognizing change, actively managing risk mitigation (i.e., averting claims), and maintaining comprehensive progress documentation. Anser has a proven track record of proactively helping public agencies mitigate and resolve disputes during the construction period. Anser strongly advocates the use of the project critical path method (CPM) schedule as the primary tool for collaborative planning and coordination with the general contractor, documenting and reporting progress, scenario-testing, decision-making, and measuring delays.

The Anser team believes it is imperative to the success of any construction project for the parties to eventually agree upon a reasonable baseline schedule, even if it takes several revisions of the original schedule to reach a consensus. Establishing a reasonable and logical baseline schedule provides a basis to evaluate progress and regularly apportion responsibility for any delays.

While our proposed construction managers are well-versed in the practical application of time management techniques during construction, one of Anser's main advantages is that we have a dedicated scheduling division. Anser's project control professionals are dedicated construction practitioners first and foremost. Because many of our practitioners bring experience from the general contracting industry, we are familiar with general-contractor-means-and-methods, bid item structuring of contract pricing, bottom-up estimating from quantity take-offs, field quantity measurement techniques, as well as the intricacies of CPM calculations using Primavera P6.

Throughout the project, the construction manager, with assistance from our scheduling experts, will review, analyze, and comment on the contractor's weekly and monthly updates submitted. Anser will closely monitor the contractor's activities and verify that the field activities and the duration of those activities match the information presented in the construction schedule. Any deviations should be incorporated into the contractor's subsequent monthly update. This includes the cause of the delay, the duration of the delay, the corrective action planned by the contractor, and the budget and schedule impacts on the City. The Anser team is very familiar with preparing and reviewing Time Impact Fragnets and Analysis.



Schedule Control

Anser is very familiar with the leading scheduling software used by the public works contracting industry including, but not limited to, Primavera P6®, Suretrak® and Microsoft Project®. The construction manager will review the baseline construction schedule, including

activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times. The schedule will not be approved as the baseline until all discrepancies are resolved.

The construction manager will also evaluate the baseline project schedule for the following:

- Consistency with the contract schedule (completion within the contract time)
- Accurate start dates, completion dates, other dates detailed in the contract
- Any impacts of weather and change orders
- Sufficient detail - including submittal process and procurement requirements
- Sequence of construction and correct schedule logic
- Identification of the critical path and project float
- Cost spread allocation

As construction progresses, we will compare the contractor's monthly schedule updates to the baseline schedule and any approved time extensions, note any shortcomings, and monitor and track corrections by the contractor to keep the project schedule on track. The four-week "look-ahead" schedule will be updated and presented at the construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. If necessary, Anser will negotiate time extensions due to change orders or other delays.

Cost Control

Anser will establish a cost control system for monitoring and updating the status of the project costs and budget throughout the project. The cost control system shall be automated and shall integrate cost and schedule. Monthly reports will be issued to detail the status of the project cost and budget. Anser will coordinate with the City on any actual cost and budget variances.



Change Orders

Negotiate, Prepare, and Administer Change Orders

Change is inevitable. In the construction industry, however, changes can cause costly delays and challenge the team from fulfilling contractual obligations. At Anser, we understand that changes in the requirements of a project, the availability of resources and other unforeseen conditions can create real problems for your construction project. The combination of our, project managers for design and construction, and the Cost Estimating Group has the proven experience and the expertise you need to help you navigate these issues and to provide you with the change order analysis you need to determine whether the changes have merit and are fair and reasonable so that costs are kept under control.

Anser will establish, implement, and coordinate systems for processing all contract change orders. Each issue which is identified as a potential change to the design, scope, cost or contract time will generate a change notice. The construction manager will determine whether a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the contractor. Any credits for work deleted because of the change will be required then as well. The contractor's response to the RFQ will be evaluated for reasonableness and completeness.

The construction manager will maintain an Issue Log, listing potential changes as identified, either formally or informally. This Issue Log will be used such that potential change items are not overlooked or deferred until the end of the job. Anser will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the Inspector will prepare, log and process change orders for full execution, and administer their implementation. Once fully executed, the construction manager team will review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.

Changes often originate from the consultant or contractor for unexpected project impacts. We assist our clients in resolving all change orders, regardless of the reason, so that the client is aware of the fairness and reasonableness of any change order requests for the program and can receive their approval. The Anser team can guide you on the legitimacy/merit of the change order and if the cost is fair and reasonable. We provide you with the most effective strategies to address cost issues and to make sure schedule impacts include a recovery plan. Our change order evaluation team can assist you in identifying the most appropriate solutions and the best way to approach potential change- related issues. Based on our recommendations, the City will direct changes to add, remove, or alter a portion of the contract (A&E or Construction Contract).

We take pride in helping our clients receive fair and reasonable change order pricing while achieving greater project productivity in a competitive marketplace. Our goal is always to add value to the program's bottom line. Suppose you need help in figuring out change orders and ensuring the most cost-effective solutions for these unexpected situations. In that case, we have the experience and can help with the best options in the industry. Leveraging in-house dispute resolution and claims management specialists, the Anser team enables the best possible outcomes

Claims & Disputes

The Anser team provides two key differentiators that deliver value to our clients: First, our team is dedicated to *Project First* thinking. This means we consistently observe the project's best interests in every action. Second, we practice a style of contract administration that emphasizes the implementation of best practices, recognizing change, mitigating risk (i.e., averting claims), and maintaining comprehensive progress documentation.

The Anser construction manager will work to resolve all project issues as they occur. Sometimes contractors will decide not to resolve an issue and bring it forward as a claim. Should an identified issue not be resolved, Anser will immediately begin tracking any contractor costs, labor and equipment related to this issue. Anser would also be available to support any litigation though our records and personal knowledge of the claim. The best defense in these cases is to provide quantifiable documentation of anything associated with the issue so that any resolution could be substantiated.



Anser's goal is to resolve disputes at the field level as much as possible by facilitating an understanding of the contractual obligations and providing creative opportunities to achieve win-win outcomes. If appropriate, we will work with the contractor to come to a fair and reasonable settlement of the issues, which are acceptable to all parties. Anser believes in and practices proactive communication and proactive management, which promotes collaboration on the job, and we will make every attempt to resolve issues before they become disputes. We will vigorously defend the interests of the City and explicitly enforce the contract documents. Our team employs claims experts with a proven track record with public agencies on projects of all sizes. The Anser team brings valuable "lessons learned" and as-needed advice on resolving and mitigating potential contractor claims.

Document Control and Record-Keeping

Upon initiation of each work assignment, the Anser team will establish with the City appropriate systems for document storage as well as intervals for purging of construction documents following the conclusion of work. All documentation is typically stored digitally for a minimum of ten years following the conclusion of construction, at which time it is later archived through digital means.

Our project controls philosophy is based on the belief that comprehensive documentation of all aspects of the project will maintain the accountability of all partners. Anser staff know that comprehensive documentation on each project is the best technique available for avoiding and defending against change orders and claims, and managing project time, cost, and quality.

Anser's VPO can be used to streamline and automate processes and accelerate productivity and storage of all design and construction documents by leveraging leading cloud-based solutions from the Microsoft Office 365 Suite.



Complete and current project files will be kept at the job site, or at a location agreeable to the City, and these will always be available to the City. Electronic copies of files will be accessible to the City on our cloud storage site. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFIs, field orders, change orders, claims information, daily inspection reports, quantity calculations, test reports, etc. The Anser team will prepare a detailed file indexing system for all project hard files, and we would offer an industry-standard system for contract administration for logging and tracking of critical issues, change management, RFIs, submittals, digital data and scanned documents. Anser can use City standard or customized forms. We will adapt our system to the specific needs of the project to monitor, track and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress of the City with recommendations to maintain or improve adherence to the approved project schedule.

FURNITURE, FIXTURES, & EQUIPMENT (FF&E)

Coordination with City Staff for Move-Ins and Relocation of Essential Furniture and Equipment

Our construction managers will work closely with the City staff during this process. Our team monitors the schedule for timely completion of moves to make sure that each move completed within time and under budget.

Our team will be focused on:

- The determination of site placement for relocatable buildings; and coordination of activities of Maintenance and Operations Branch personnel, architects, building manufacturers, and contractors.
- The coordination of the effort in the design and installation of portable buildings, relocation of existing rooms/offices/facilities to other areas, or the alteration of facilities.
- The move through established procedures, maintain databases for tracking furniture and equipment procurement, relocations, purchase orders, and financial closeouts supporting the City.
- The timely delivery of FF&E and any other purchase orders required to successfully complete the move.

POST-CONSTRUCTION

Our goal for the Project Closeout phase is to provide the City with a complete, value-added, set of documents and tools to manage your projects well into the future. We will make sure the quality of the final output is aligned with the project requirements and your vision. We will perform project closeout in compliance with the Construction Contract Documents.



Preliminary and Final Punch Lists

We will conduct inspections of the Project site to determine dates of substantial completion. We will continuously coordinate with all project stakeholders, so we have preliminary and final punch list walks documented that comply with the Construction Contract Documents. Throughout the project, we will communicate efficiently with the Design Consultant so that we have the preliminary and final punch lists prepared and delivered to the contractor. As the construction manager, it is our responsibility to communicate with both the designer and the contractor. We will monitor and verify that the contractor addresses all punch list items in compliance with Construction Contract Documents and Design Consultant's comments and recommendations.

Finally, we will review written guarantees and related documents assembled by contractor and shall recommend to Project Manager the issuance of the final certificate for payment.

ACCOUNTING AND PROJECT CLOSE-OUT



Anser begins a project with the end in mind, so we will be prepared to close out this project seamlessly. Our goal for the Project Closeout phase is to leave the City with a complete, value- added, set of documents and tools to manage your project well into the future. We will make sure the quality of the final output is aligned with the project requirements and your vision. We will perform project closeout in compliance with the Construction Contract Documents. Below is a general outline of steps we will take to complete this final task and an overview of all deliverables.

As-Builts and Close-Out Documents

Anser will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up to date throughout the project. At the City's option, Anser will keep its own set of as-built plans, which will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted to the City within thirty (30) days of construction completion.

Anser will review as-built plans and prepare as-built reports. Anser will assist the contractor in maintaining a field set of as-built plans to be updated daily and delivered to the City upon project completion. Anser will continually document changed field conditions and not rely on the contractor to document as-built conditions. The construction manager will report and photograph field condition changes. The construction manager will document and keep these as-built conditions on plans in his office. Anser will review the contractor's submittal of as-built conditions and compare this submittal to Anser's own documentation. Discrepancies will be discussed, resolved, and recorded. Completed as-built plans will be submitted to the City.

Operations and Maintenance Manuals

Anser will administer the provisions of the specifications and require the contractor to submit well- coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. Our team will also perform closeout duties including final organization of project files and submit to the City for final approval and assist with the filing of the notice of completion and release of retention.

Our construction manager will confirm that the contractor provides the proper number of specified Operations and Maintenance manuals within the time frame requirements in the contract. Anser will enforce the provisions of the specifications to require the contractor to submit well documented operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented.

In coordination with the contractor and the design team, Anser will prepare and submit all O&M manuals and training program documentation and confirm all specified training programs for the City's staff are completed per the contract requirements. The specifications will address the systems and subsystems for which manuals and training are required, the media for these materials, quantity, schedule, formatting standards, and other detailed requirements. Anser will document all closeout procedures and submit appropriate documentation to the City.

Preliminary Notice and Lien Releases

After all requirements have been met, the construction manager will sign off on the appropriate form to recommend approval to recommend release of funds.

Final Payment

When the contractor has notified Anser and has confirmed that all punch list items are complete, we will make a recommendation, in writing to the City, in connection with the final payment to the contractor. To support this recommendation, Anser will assemble all documents relating to final payment, including retention, unresolved change orders, and unpaid invoices, for approval by the owner. Once approval is received for the final payment, which resolves all outstanding financial obligations with the contractor, the payment is processed, and the contract closed. If the contractor requests any claims or adjustments, the contract cannot be closed until these are completely resolved.

Final Cost Report

Anser will summarize total project costs in a final report, listing all change orders, and identifying any unresolved issues, which may have a post-construction cost impact, such as a claim or other dispute. Anser will communicate this information in a summary narrative, including assumptions on any post-construction cost impacts, and support this information with a cost and change spreadsheet of final project accounting.

Warranties and Guarantees

We will track all material warranties and guarantees identified in the specifications and verify that we receive the required scope of these as well as the correct number of these documents with contact information, product names and manufacturer's representative and contact information. It is recommended that the City include a follow up schedule to have warranty items checked prior to their anniversary date so that any issues can be resolved under the contract warranty. These will be included in a binder as well as electronically stored for the City.



INSURANCE

AON	CERTIFICATE OF INSURANCE	Certificate Number: 2023-ACC-Evidence of Coverage	Valid as of: November 15, 2023

PRODUCER	Aon Risk Services Northeast, Inc. One Liberty Plaza, 165 Broadway, Suite 3201 New York, New York 10006
PHONE:	212-441-1000 FAX: 212-441-1953
INSURED	Anser Advisory Management, LLC 2677 North Main St Suite 400 Santa Ana CA 92705

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	
INSURER A	AIG Specialty Insurance Company
INSURER B	
INSURER C	
INSURER D	

COVERAGES This certificate supersedes and replaces any previously issued certificate.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM\DD\YY	POLICY EXPIRATION DATE MM\DD\YY	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ **GENERAL AGGREGATE LIMIT APPLIES PER:** ☐ POLICY ☐ PROJECT ☐ LOCATION				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea Accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per Accident)	$
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY – EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					☐ EA ACCIDENT	$
					☐ AGGREGATE	$
	EXCESS LIABILITY ☐ OCCURRENCE ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC Statutory Limits ☐ Other	$
					EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EACH EMPLOYEE	$
A	**OTHER** **PROFESSIONAL INDEMNITY** ☒ CLAIMS MADE	01-011-35-32	August 7, 2023	June 1, 2024	LIMIT: US$2,000,000 each claim and in the aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Coverage includes cyber liability.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Aon Risk Services Northeast, Inc.*

ANSERAD-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Anser Advisory Management, LLC 2677 North Main St. Suite 400 Santa Ana, CA 92705	INSURER A : American Casualty Co of Reading, PA A(XV)	20427
	INSURER B : Continental Insurance Company A(XV)	35289
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			7011411372	1/17/2024	1/17/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	CA Workers Comp/EL			7011411386	1/17/2024	1/17/2025	EL Per Acc; EE; Pol	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Policy 7011411372 Applies in All Other States except CA

Workers Compensation Policy 7011411386 Applies in CA

A Waiver of Subrogation Applies to the Workers' Compensation policy in favor of the certificate holder and any other party where allowed by state law and when required by written contract.

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Forrest J Ridley

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 540 W. MADISON CHICAGO, IL 60661	**CONTACT NAME:**	Marsh | U.S. Operations	
	PHONE (A/C, No, Ext):	866-966-4664	**FAX (A/C, No):** 212-948-0770
	E-MAIL ADDRESS:	Chicago.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : N/A		N/A
INSURED Anser Advisory Management, LLC 2677 North Main Street, Suite 400 Santa Ana, CA 92705	**INSURER B :** National Union Fire Ins. Co. of Pittsburgh, PA		19445
	INSURER C : The Continental Insurance Company		35289
	INSURER D : Valley Forge Insurance Company		20508
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:** 0

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			7064039430	01/17/2024	01/17/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			7064031019	01/17/2024	01/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			38178877	11/15/2023	11/15/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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LITIGATION

LITIGATION, CONTRACT HISTORY, AND FINANCIAL CONDITION

Anser is financially healthy and has an excellent credit rating. Anser has never been in bankruptcy or defaulted on a contract. There is no pending litigation or plans to close any office.

OTHER INFORMATION

A. DEMONSTRATION OF RECORD OF STAFFING TASKS EFFICIENTLY AND COMPLETING PROJECTS ON TIME AND WITHIN THE ALLOCATED BUDGET

Anser is committed to supporting the staffing needs of any contract that we commit to. We continuously provide the highest quality personnel with the specific experience necessary to complete any project assigned to us, drawing from our over 900 employees nationwide. Each Anser office has the ability to add staff, as needed, through high-level collaboration from regional and corporate management. If there is a significant demand for resources, we can quickly adapt to meet our client's project needs and workload requirements by drawing upon other Anser professionals companywide working on similar contracts.

Anser's staff and resources provide maximum flexibility to meet our clients' scheduling needs. The nature of our work requires us to periodically provide services on an expedited basis. Our typical backlog is made up of many variable duration assignments and therefore, our workload varies on a weekly basis. That being said, the Anser Team workload capacity is sufficiently large to enable us to respond successfully to short turnaround assignments or urgent project needs. Based on our prior experience, we believe our present and future workload capacity is more than adequate to conduct the required services for our clients in a prompt (timely), efficient manner.

B. DESCRIPTION OF COMMUNITY INVOLVEMENT

Our proactive approach to communication and community engagement assists and supplements the City's efforts to best provide transparency and enable holistic support for your the project. Our members of our CM team will be able to attend and co-lead a pre-consrruction meeting with the community to discuss the major anticipated construction impacts. Our PM and PIC will coordinate with the city's community liaison and communicate with the community reguarding impacts related to the construction project.

C. DESCRIPTION OF ANY PREVIOUS INVOLVEMENT WITH THE CITY

Anser has been working with the City of Ontario Municipal Utility Company since February 2016. Our On-Call contract mentioned on pg.8 shows our past and current relationship with the City.

D. A STATEMENT THAT THE PROPOSER HAS NO CONFLICTS OF INTEREST IN CONNECTION WITH PROVIDING THE SERVICES

Anser Advisory has no conflicts of interest in connection with providing the Services in this contract.

CERTIFICATION OF PROPOSAL

We at Anser Advisory hereby submit this proposal and, by doing so, agree to furnish services to the City in accordance with the Request for Qualifications (RFQ), and to be bound by the terms and conditions of the RFQ.

APPENDICES



Education

BS, Civil Engineering; San Diego State University

Licenses/Certifications

Registered Civil Engineer, CA #C61253

Qualified SWPPP Developer No. 23727

Experience

Years' Experience: 30+

Years with Anser: 2+

JONATHAN SMITH, PE, QSD

PRINCIPAL-IN-CHARGE

Jonathan is a hands-on, results-oriented leader with a proven history of productivity and an ability to take complex issues and get to a consensus quickly. During his 30 plus-year career, he has worked for numerous agencies throughout Southern California in roles varying from Director of Public Works to Senior Civil Engineer. Jonathan is experienced at analyzing complex budgets and technical reports, and developing and revising contracts and legal documents using federal, state, and local laws, rules and regulations. He has experience related to construction management and design of water/wastewater projects, roadways, sound walls, retaining walls and buildings. He has served as Project Manager, Resident Engineer, Construction Scheduler, Estimator and Construction Inspector. Jonathan has been responsible for roadway design and construction, supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule reviews, storm water pollution prevention plan preparation and compliance, claims mitigation, selection committee interviews, cost estimate preparation, reviewing and designing structure-related shop drawings and assuring compliance with plans, specifications and various agency regulations, presentations to city councils and other stakeholder groups. He is a highly effective manager who possesses the ability to develop both entry-level and experienced staff into participatory teams by using strong organizational, interpersonal and critical thinking skills.

REPRESENTATIVE EXPERIENCE

Buccaneer Park Restroom (PSA) (CIP# 19-00017), City of Oceanside, CA
Project Timeline: 04/2021 – 06/2025
Project Manager overseeing the remodel design of the park. Through community input managed by Jonathan, the "Buccaneer Theme" emerged as the preferred park concept. This concept includes new park restrooms, a Loma Alta Creek deck and boardwalk overlook, basketball and pickleball courts, exercise station, expanded playground, lawn picnic area, bike racks, new seating, shade structure and remodel of the Buccaneer Park Café.

College Blvd. Widening Waring – Old Grove (CIP# 20-00013) (SB-1 Funds), City of Oceanside, CA
Project Timeline: 10/2021 – 06/2024
Project Manager overseeing the widening design of College Blvd. from Waring Road to Old Grove Road. The design to widen College Boulevard is proposed to a 6-lane major arterial from Olive Drive to Old Grove Road, which would be consistent with the City of Oceanside's Circulation Element Year 2030 classification of the road. Improvements to the corridor are proposed to enhance existing and future traffic operations, provide congestion relief, and reduce queue lengths, improve safety conditions for the unsignalized intersections and access points along the corridor, and provide safer travel routes for bicyclists and pedestrians. In addition to widening of College Boulevard, the proposed project would include curb/gutter improvements and relocation of utilities to accommodate the widened roadway segment, installation of retaining walls and new landscape parkways, and relocation of bike lanes, lighting, and sidewalks in various locations along College Boulevard between Waring Road/Barnard Drive and Marcella Street and between Olive Drive and Old Grove Road. Expansion of the existing College Boulevard right-of-way to accommodate proposed improvements would require ROW acquisition along segments of the corridor.

Cleveland Storm Drain Upgrade (CIP# CIP 17-00007), City of Oceanside, CA
Project Timeline: 06/2022 – 06/2024 | Construction Cost: $6M
Project Manager overseeing the Cleveland Street Storm Drain Upgrade project which includes trunk storm drain upgrades (upsizing) in Cleveland Street from Mission Avenue north to Surfrider Way, and upgrades in Surfrider Way from Cleveland Street west to the outlet at the beach. In addition, the design includes the reconstruction of the existing ocean outfall structure at the Surfrider Way. The reconstruction of the outfall requires approval by the California Coastal Commission (CCC). Jonathan is currently working with the CCC to approve the outfall reconstruction at the August CCC board meeting.

Project Management for The City of Oceanside – SIFI Networks Oceanside, LLC and Ubiquity, Inc.
City of Oceanside, CA
Project Timeline: 04/2023 – 06/2026
Project Manager overseeing the overseeing construction permit issuance, construction Inspection and utility plan review services for installation of fiber optic cable and supporting infrastructure throughout the City of Oceanside by SiFi Networks Oceanside, LLC and Ubiquity, Inc. This is a 3 year project that requires coordination with all city departments as well as regular communication and coordination with business owners and residents.

City of Menifee, CIP 21-04 Fire Station No. 5 - Construction Management and Inspection Services
Construction Timeline: 12/2022 - 01/2024
Anser is providing construction management and inspection services on the Quail Valley Fire Station No. 5, a new state-of-the-art facility that will provide a significant increase in the amount of personnel and equipment that can be utilized at the station. The new fire station will replace the existing Quail Valley Fire Station No. 5, located at the intersection of Goetz Road and Palm Drive/Ave Roble. The current station was built in the 1950s and is limited in capacity, housing only a few firefighters and two small-size fire trucks. The new, modern Fire Station No. 5 will be a 9,000-square-foot facility that can house up to 6 fire personnel and has a three-bay garage that can house large equipment, with room for future expansion. The new fire station has been designed to meet the needs of the community for at least the next fifty years.

Canyon Lake Sewer Rehabilitation Project, Elsinore Valley Municipal Water District, CA
Senior Construction Manager acting as the Owner's Representative on the $800K Canyon Lake Sewer Rehabilitation Project. The project will rehabilitate approximately 3,700' of pipe in critical condition using cured-in-place pipe (CIPP) lining method with six locations requiring spot repairs prior to performing the lining. Duties include providing constructability review of the plans and specifications and ensuring the work is performed as designed, within budget and within schedule. The work will include coordinating the work with the existing EVMWD operations and providing field inspection for the construction contracts. Will also provide resident engineering services for submittals review, pay requests, quality control and general construction management services to support the construction efforts.

Lindley Reservoir, City of Escondido, CA
Project Manager overseeing the construction of the $13.7M Lindley Reservoir Replacement Project which includes two new partially backfilled 1.5 M gallon prestressed concrete potable water reservoirs, approximately 1,500' of new 18" diameter inlet pipeline along Hubbard Lane; inlet, outlet, overflow, tank drain, under slab drain and site storm drain yard piping; an above ground valve vault with outlet isolation and inlet control valves and air gap sump for drain lines; site excavation, earthwork, finish grading, access roads, landscaping and chain link fencing; tank and control valve electrical and instrumentation work and demolition of the existing 2M gallon steel reservoir, piping, valves and appurtenances and re-grading the existing tank site.

Director of Public Works/City Engineer, City of Menifee, CA
Planned, organized, directed and integrated the City of Menifee's public works and engineering activities and functions; provided expert professional assistance to City management in areas of expertise, including engineering, municipal water, wastewater collection, stormwater, street and landscape maintenance; and performed related duties as required and took a leadership role in implementation of the goals and objectives of the Public Works and Engineering Department. Oversaw/managed more than $6M of SB1-funded projects combined with $8M in local special sales tax funds. The projects included various street maintenance projects, including slurry seal, cape seal, Class I bike paths, Class II bike lanes, and Class IV separated bike lanes. Designed and constructed various traffic-calming improvements on existing streets throughout the 46.6 square mile City, including:

- Conditioned 217-acre master-planned Legado development, which consisted of 1,016 single-family homes, to provide roundabouts and curve linear streets with curb bulb-outs at

intersections to increase safety for all modes of travel.

- Designed a solution at an intersection to eliminate rear-end collisions by utilizing a glue-down protected berm, which also avoided impacting the railroad right-of-way.
- Improved pedestrian safety by designing and constructing traffic-calming improvements that popped out curbs and installed rectangular rapid flashing beacons (RRFB) at park entrances.
- Developed unique solutions to add additional bike lanes within the existing right-of-way. One example is the Goetz Road resurfacing and restriping improvement project that utilized road dieting to eliminate a travel lane and add a two-mile bike path. Another example is the McCall Road and Newport Road Bike Lane Project, which utilized road dieting to reduce lane widths on a four-lane major road to gain enough width to construct over a mile of buffered bake lanes. This was accomplished without negatively impacting roadway capacity.
- Due to various budget challenges, many schools are eliminating bus programs, which has resulted in larger traffic volumes. Jonathan utilized a traffic-calming measure called "Leading Pedestrian Interval" (LPI). This gives pedestrians the opportunity to enter an intersection three to seven seconds before vehicles are given a green indication, allowing pedestrians to better establish their presence in the crosswalk before vehicles have priority to turn left. LPI's provided increased visibility of students crossing the street, and enhanced safety.

Other services provided to the City included:

- Calibrated with Caltrans, County of Riverside and other stakeholders to acquire funding for infrastructure projects.
- Managed a successful highway improvement safety grants program that acquired over $5M in grant funding to construct various traffic safety improvement projects.
- Directed and oversaw engineering and public works staff of 32, with 15 contractors, consultants and engineering firms.
- Implemented 1,000+ policies and procedures that led to the establishment of the City's first street maintenance section of the Public Works Department.
- Developed City standards, guidelines, policy and procedures for efficient entitlement processing and final engineering of land development projects.
- Assisted in the delivery of various economic development projects.
- Implemented a $256M CIP program, which included the Newport Road/I-215 Interchange Project ($47M) and the Scott Road/I-215 Interchange Project ($57.8M).
- Negotiated development agreements and conditions of approval with developers to create projects that met the goals of the City Council and expectations of the community.
- Implemented emergency operating procedures to manage emergencies.
- Interfaced with the public and City Council regarding problems or questions about projects and infrastructure.
- Maintained positive working relationships with Fish and Wildlife, Army Corps of Engineers, Caltrans and other agencies.
- Reviewed and prepared long-range goals and objectives to meet City Council goals and objectives.

SDCE Pipeline and Old Julian Tank Pump Station, City of Ramona, CA
Construction Manager for the SDCE pipeline project which includes the installation of 15,000' of 16" cement mortar lined and coated pressure pipe along Old Julian Highway and connection to SDCE Tank #1. The Old Julian Tank Pump Station consists of the construction of a 6 MGD potable water pump station and connection to the SDCE pipeline.

San Marcos Water Transmission Pipeline Replacement and Street Improvements, City of San Marcos, CA
Construction Manager for a $1.4M 27" steel cement mortar lined and coated potable water transmission pipeline replacement project. The pipeline was approximately 4,000' long within the right-of-way of San Marcos Boulevard in the City of San Marcos and includes roadway widening after completion of the pipeline installation. The pipeline connection point was the San Diego County Water Authority's (SDCWA) second aqueduct. Due to the high traffic volume, all of the work was performed at night which required proactive public relations due to the proximity of the

residents.

High Valley Waterline Replacement and Pump Station Upgrades, City of Poway, CA
Project Manager for the $2.2M design, construction and inspection of over two miles of cement mortar lined and coated pipeline, PVC pipeline, temporary bypass line and related gate valves, altitude valves, blow offs and other appurtenances. The project also included the rehabilitation of an existing pump station, hydropneumatic tank and piping, electrical and instrumentation, retaining walls, access road improvements. Negotiated with private property owners to gain additional easements to allow the construction of the waterlines. The project required extensive negotiations and collaboration with the San Diego County Water Authority (SDCWA) to encroach into the first aqueduct easement and cross the aqueduct's two pipelines with the new waterline. Also, special procedures had to be followed during construction that required the coordination of construction activities with the SDCWA's water inspection staff.

Green Valley Waterline Upgrades, City of Poway, CA
Construction Manager for the $850K design, construction and inspection of over three miles of PVC pipeline, temporary bypass line and related gate valves, altitude valves, blow offs, water meter relocations, and other appurtenances. Microtunneling was utilized to install water services. This project required coordinating shutdowns with over two hundred customers.

San Diego County Estates Pipeline and Old Julian Tank Pump Station, City of Ramona, CA
Construction Manager for the $4M San Diego County Estates (SDCE) pipeline project which included the installation of 15,000' of 16" CML&C pressure pipe along Old Julian Highway and connection to SDCE Tank #1. The Old Julian Tank Pump Station consisted of the construction of a 6 MGD potable water pump station and connection to the SDCE pipeline. This project required extensive blasting and public relations due to its location on a two-lane road that provides the main access to 4,000 rural homes.

Seismic Retro Fitting of Water Storage Tanks, City of Poway, CA
Construction Manager for the design, construction and inspection of seven water storage tanks. These projects involved the removal the in-flow and out-flow piping and replacing the piping using seismic connections. This project also involved electrical up-grades.

Tank Relining and Corrosion Protection Upgrades, City of Poway, CA
Construction Manager for the design, construction and inspection of the relining and corrosion protection of various water storage tanks. These projects involved the removal and replacement of the existing tank lining, repair of major areas of rust, hatches and other appurtenances and installation of new corrosion protection.

Welton Lane Water Storage Tank Forensic Investigations, City of Poway, CA
Managed the forensic investigation, design, inspection and repair of the water storage tank. This project required the investigation of why the foundation ring was separating from the tank. Established and led a team of investigators that included geotechnical engineers, geologist, civil engineers and a contractor to find the cause of the problem.



STEPHEN MUTCH, PE, CCM, ASSOCIATE DBIA, QSD
SENIOR PROJECT MANAGER

Stephen has more than 34 years of broad civil, environmental remediation, and construction management experience for various types and sizes of public agency capital improvement projects. His environmental experience includes the identification, assessment, management, and disposal of hazardous waste. His broad experience includes vertical building, heavy horizontal, and underground utility projects. Clients rely on his expertise in permitting, project commissioning, stakeholder and third-party coordination, and environmental compliance.

Education

Bachelor of Science., Civil Engineering, California State University, Long Beach, 1990

Licenses/Certifications

Certified Construction Manager (CCM), Construction Management Association of America (CMAA), #2384 (renewal in process)

Registered Civil Engineer, California, #66757

Qualified SWPPP Developer (QSD), #01240

Organizations/Affiliations

Building Commissioning Authority

National Registry of Environmental Professionals

Construction Management Association of America

Design Build Institute of America

Experience

Years Experience: 34

Years with Anser: 20

Work History

Anser Advisory, LLC, Principal Program Manager, 2002 to Current

PROGRAM/CONSTRUCTION MANAGEMENT EXPERIENCE

SGVCOG, Diamond Bar Golf Course Project, Diamond Bar, CA | 2021

As Senior Construction Manager, Stephen is responsible for
Anser Advisory is SGVCOGs' representative on the re-construction of the Diamond Bar Golf Course (DBGC) to reconfigure/construct new fairways, greens and other golf amenities. The reconfiguration also requires construction of two major box culverts to capture and discharge 1100CFS of storm flows and surface grading and improvements to allow positive drainage in these areas. Other project aspects include replacing the existing golf course irrigation system with new pipe, watering heads and controllers, install new potable and fire water services, construct a new 9000 Sf golf maintenance facility. Demolition of existing structures and clearing and grubbing of large areas as part of the reconfiguration efforts. All work must be coordinated with other major roadway widening projects and tight construction schedules.

As Senior Construction Manager, Stephen is overseeing the relocation of a Southern California Edison 66kV Tubular Steel Pole that supports overhead conductors. The project will grade an area for the new pole and allow SCE access for construction of the pole foundation and restringing the conductions. Because the golf course is being reconfigured, the existing 12kV overhead power line will be relocated underground. Stephen is also overseeing the construction of a about 2,800 LF of 12kV duct back, multiple manholes and junction structures through the Northeast portion of the project.

County of Santa Barbara Department of Public Works, Tajiguas Resource Recovery Project, Santa Barbara, CA | 2017-2020

Anser Advisory dba Simplus is the County Department of Public Works representative on the construction of a material recovery and anaerobic digester facilities totaling 95,000 square feet. The projects goal is to achieve source reduction of the Tajiguas landfill to extend the operational times of the landfill. The project entails the coordination with the design build firm to resolve plan check, permitting and approvals of building plans; updates and reconfiguration of the landfill gas systems; expansion of the landfill gas collection and reuse systems to generate about 1 mega-watt of power production for the site. Additional efforts include evaluation of groundwater sources to serve the new facilities and disposal options.

City of Seal Beach, Seal Beach Pier Renovation Project, Seal Beach, CA | 2018-2019

Mr. Mutch was the senior program manager for the reconstruction of the Seal Beach Pier damaged in the 2016 fire which destroyed the Ruby's restaurant and several hundred feet of wooden pier structure and deck. Anser provided contract management, construction inspection and observation, and monitoring for this challenging project which required the pier to remain open to the public throughout the reconstruction process. The project required the pier to be completely refitted with new utilities, installation of a new transformer and main gear compound, new fire distribution systems, new pier supports, piles, and hardwoods sourced from South America. Permitting and oversight was required from the California Coastal Commission, Regional Water Quality Control Board (RWQCB), Air Quality Management District (AQMD), Orange County Fire Authority, and the City of Seal Beach. The project also included community outreach programs to respond to questions or concerns from local businesses and residents.

City of Long Beach, Los Cerritos Channel Stormwater Diversion Project, Long Beach, CA | 2018-2019
The project included the construction of a stormwater collection system that holds 30 acre-feet of stormwater. Construction entailed cast-in-place concrete walls and deck, wick drains, access hatches, manholes, soil excavation and backfill, and a monitoring system that allows water levels to be monitored and controlled. The project included coordination with airport staff, Federal Aviation Administration, City of Long Beach and City of Signal Hill staff, and the contractor. Mr. Mutch worked with the project team to monitor overall progress and documentation processes.

City of Long Beach, Willow Springs Wetland Restoration, Long Beach, CA | 2016-2017
Anser provided construction management services for the Willow Springs Wetland Restoration which included the construction of a stormwater collection system, vegetated bioswales, inlet structure, habitat planting, rip rap inlet structures, stormwater detention basin, and groundwater infiltration system. As Senior Construction Manager, Mr. Mutch was responsible for assisting the City in reviewing the plans and specifications and procuring native California plants. He assisted with coordinating the contract award, daily reporting monitoring construction, facilitating meetings, and reviewing and processing change orders, submittals, schedules, and monthly payments.

Trans Pacific Container Service Corp., Tra-Pac Container Terminal Administration Building, Port of Los Angeles, CA | 2014-2016
Stephen served as the as the Port's construction manager responsible for contract management, construction inspection and observation, and monitoring commissioning efforts for the new LEED Gold-certified building. Special effort was required to resolve several hundred outstanding change order requests submitted by the contractor. The close-out phase included inspection, permitting, and monitoring the Certificate of Occupancy process. The building construction is a steel-framed structure and glass curtain wall. Environmental issues included drainage control SWPPP management in compliance with the Port's Green Port objectives.

Terminals A & T, Shore to Ship Power Systems, Port of Long Beach, CA | 2012-2014
Mr. Mutch was the Senior Construction Manager for the project which constructed four 25kVA power substations and 15 shore to ship power access vaults along the 4,000-foot wharf. The projected received grant funding through South Coast Air Quality Management District to remove idling container ships and provide cleaner shore power. The project required an extensive commissioning program to coordinate equipment both land based and ship side, developing compatible power frequencies, and startup and operations program and training for the terminal crews. The project required coordination between terminal operations, construction crews, and third-party inspection firms for the movement of large container ships and loading/unloading of ships 24/7. Mr. Mutch worked closely with the terminal owner, POLB, to ensure the contractor adhered to project requirements and maintained compliance with all the permitting, environmental, and public utilities agencies including RWQCB, AQMD, U.S. Army Corps of Engineers, and various City agencies. This project required extensive coordination with SCE.

Port of Long Beach, Maintenance Facility Complex, Long Beach, CA | 2010-2013
The maintenance facility complex included the construction of a 56,651-square-foot maintenance building, 49,363-square-foot equipment and vehicle canopy wash building, 30,943 square-foot fuel station, staff vehicle surface parking, pedestrian/bike path along Harbor Plaza, and landscape improvements. As an Assistant project manager, Mr. Mutch was responsible for constructability reviews and preliminary comments during the design phase.

Port of Los Angeles, Cabrillo Way Marina, Los Angeles, CA | 2010-2012
Project and construction management services were performed for the construction of a 750-slip, small craft marina and 2,000 linear-foot pedestrian promenade along a new waterfront. Major project elements included harbor and marina dredging, installation of 9,000 concrete piles, installation of a 1,000-linear-foot sheet pile wall, placement of quarry and armor stone, protection

and reuse of historical wood truss structures, and segregation, testing, and disposal of contaminated soil.

As Senior Construction Manager, Mr. Mutch was responsible for overseeing the abatement of several buildings slated for demolition; reviewing and evaluating contaminated soils encountered during the construction process including abandoned oil pipelines, existing fuel lines, and former underground fuel tank locations; managing the master schedule; coordinating with the Department of Water and Power for the construction of major new utilities, i.e. 16-inch water mains, new fire water services, and a new electrical backbone; and undergrounding of existing overhead 35KVA power lines, new phone, and Homeland Security backbones. He also assisted with the construction of six lanes of new arterial street, curb, gutter, and sidewalks.

55th Way Landfill Closure & Ed Davenport Park Project, Long Beach, CA | 2010
Mr. Mutch was the Project Manager and Resident Engineer for this $3.9 million, five-acre, landfill closure and neighborhood park project. Responsibilities included project management of the A-E firms; review of plans and specifications; and coordination of activities with local community groups, Regional Water Quality Control Board, Local Enforcement Agency (LEA), and various City departments, including Public Works, Buildings, and Parks, Recreation, and Marine. The work included air monitoring of landfill gas; sampling of leachate; construction of retaining walls; installation of storm drain facilities, potable water, sanitary sewer, and irrigation systems; site lighting and electrical utilities; construction of a restroom and other park structures; and installation of play equipment, basketball courts, soccer fields and other landscaping. The work also included AC paving, curb, gutter, and sidewalk for parking areas as well as removal and complete reconstruction of 55th Way leading into the park.

Signal Hill Police Station & Emergency Operations Center, Signal Hill, CA | 2006-2008
Program and construction manager for a new 22,000 s.f. police facility. The work included design review of plans and specifications, coordinating design and construction activities with the local community and several City, County and State agencies, including the Corrections Standards Authority (CSA) and the County of Los Angeles. The police facility includes 14 jail cells, detox rooms, 911 communications department, live scan facilities and emergency power systems. The work also included on and offsite improvements for a storm drain system, new intersections, sidewalks and driveway access. Communication and security systems include digital recording and communications equipment, installation of cameras and sound equipment in the interview areas of the facility and phone systems. Simplus also coordinated the upgraded electrical power systems.

North Police Station, Long Beach, CA | 2004-2005
Resident engineer of a new 22,000 s.f. police facility in an urban park setting. The work included design review of plans and specifications, coordinating construction activities with the local community and several City agencies, including the Parks, Recreation and Marine Department and the Long Beach Emergency Communications and Operations Center (911). The police facility work included over 1,600 l.f. of CMU retaining walls, a 1,300 s.f. vehicle maintenance facility, installation of a fueling system to support the police cars and emergency power systems, construction of over $100,000 of ADA improvements within Scherer Park, oversight for the design and construction of a storm drain system capable of handling 15 cfs flow and coordination with Los Angeles County agencies. Communication and security systems included digital recording and communications equipment, live scan equipment, installation of cameras and sound equipment in the interview areas of the facility and phone systems. Simplus also coordinated the selection and installation of the furniture systems.

City of Long Beach, Temple Willow Fleet Services Facility, Long Beach, CA | 1998-2000
This $22M design-build project included the construction of a 500,000-square-foot fleet services facility and adjacent street improvements. As the Assistant Construction Manager, Mr. Mutch was responsible for as built, sumps, and underground storage equipment/tanks for the service center

and coordination efforts between subcontractors, City staff, permitting agencies, and utility companies.

City of Huntington Beach Program Management, Huntington Beach, CA | 2000
Inspection services contract administrator and program manager for various projects outlined in the capital improvement program. Tasks included preparing plans and specifications, bidding and selection of consultants and contractors for arterial street repairs, overlay of residential streets, Energy Retrofit Program, HVAC improvements/upgrades and painting of the Civic Center Complex. Work also included evaluation of building exterior structure, damage due to rusted rebar, cracked concrete columns, developing methods to repair damages, directing contractors through all phases of work, maintaining project logs, approving and processing change orders, invoices, maintaining communications through several different levels of the City, including the Director of Maintenance Operations, Director of Public Works, City Administrator, City Attorney's Office and selected Council Members.

Mall of Orange, Orange, CA | 2002
Construction manager for 30,000 square feet of tenant improvements due to fire. Work areas consisted of roofing and canopies around the main steel moment frame structure at the main entrance. Evaluation of fire damage of structural elements. Made recommendations for code upgrades. Work included installation of fire and draft stops, upgrade of the fire sprinkler system, inspection for fungus, dry rot of the facility, seismic retrofit of the structure to comply with current building codes. Installation of glulam and paralam beams for structural support of the front main entrance façade. Work also included the installation of new columns, lighting and signage.

Lilly Industries, Montebello, CA | 1998
Construction manager for installation of a new chemical processing area that included 24 underground tanks, piping systems, electronic monitoring systems. Project included evaluation of the existing structure and LA County Fire permit to store and handle hazardous or noxious materials. Work included design of process systems, tanks, reinforced concrete retaining walls and seismic restraint of existing facilities to support the new systems. Coordinated selection of subcontractors and interfaced with owners for continued plant operations during construction.

Amtrak Redondo Engine Facility, Los Angeles, CA | 1996
Project manager/construction manager for $3.0 million of general construction and site improvements. Activities included evaluation of existing facilities, coordination with Amtrak officials for scheduling inspection/work efforts; preparing scopes of work; selecting engineering firms, general contractors, surveyors, tunneling and drilling subcontractors; permitting (through LA City, Santa Fe, Union Pacific, MTR Rail Roads) for buildings, foundations, grading, storm drain, and track layout following appropriate standards; demo of existing facilities; re-route of electrical, water and storm drains keeping normal operations during construction; Health and Safety Coordinator for the site prepared health and safety plan for handling lead contaminated soils for disposal, general engineering and construction activities.

Quality Paper Fibers, Pico Rivera, CA | 1999
Design and permitting of municipal recycling facility. Project consisted of new 24,000 square foot steel building, new foundations, placement of bailing equipment, fire flow study and location of new fire hydrants, layout and permitting of fire sprinkler and deluge system/equipment. Design and layout of new parking area following local codes and ADA requirements. Coordinated selection of subcontractors and interfaced with owners for continued plant operations during construction.

Quality Paper Fibers, Santa Clarita, CA | 2000
Design and permitting of municipal recycling facility. Project consisted of sorting and bailing equipment, electrical controls, sizing of wire, conduits etc.. 3,050 square foot tenant improvement including HVAC, interior space layout, Title 24 report, ADA compliant bathrooms, design and permitting of new sewer connection. Coordinated selection of subcontractors and interfaced with

owners for continued plant operations during construction of sorting and office facilities.

Fueling & Chemical Storage Systems
Mr. Mutch has extensive experience in the design, installation, and removal of underground and above ground tanks, piping, pumping and monitoring systems. For several years Mr. Mutch worked for SCE, Verizon, Arco, Texaco, Signal Hill Petroleum, and many other firms on the changeout and clean-up of leaking underground storage tanks, compressed gas systems, and cleanup of spills and leaks. Mr. Mutch has also worked on several military bases around CA, NY, and AZ addressing similar issues. This experience has allowed Mr. Mutch to gain knowledge of the federal and local standards for operation of these systems as well as design requirements specific to handling of the various materials. Tank systems have included compressed gas; auto and aviation fuels and coolants; chemicals for the production of paints, plastics, storage, and conveyance of solvents; and cleaning fluids and acids. Experience includes:

- Amtrak Redondo Engine Facility, Los Angeles, CA
- Lilly Industries, Montebello, CA
- City of Long Beach 911 Facility, Long Beach, CA
- Liquid Natural Gas Recovery Plant, Signal Hill, CA
- Santa Monica Airport Fueling Facility, Santa Monica, CA
- SCE, Service Facility, Irvine, CA
- SCE, Service Facility, Huntington Beach, CA
- SCE Service Facility, Pomona, CA
- North Island Navel Air Station, San Diego, CA
- Point Loma Navel Facility, Point Loma, CA
- U.S Air Force Base, Plattsberg, NY
- Edwards Air Force Base, CA
- Naval Air Facility, El Centro, CA
- San Diego Naval Facility 32nd Street, San Diego, CA
- U.S. Marine Air Base Yuma, AZ
- U.S. Marine Logistics Base, Yermo, CA

GENERAL ENVIRONMENTAL EXPERIENCE

Amtrak Redondo Engine Facility, Los Angeles, CA
Project manager/construction manager for $3.0 million cleanup of lead contaminated soils and subsurface cleanup of diesel fuel spill from a 20,000 gallon rail car and site improvements. Activities included preparing scopes of work, selected engineering firms, general contractors, surveyors, tunneling and drilling subcontractors. Permitting (through, LA City, Santa Fe, Union Pacific, MTA Rail Roads), for buildings, foundations, grading, storm drain, and track layout following appropriate standards. Demo of existing facilities, re-rout electrical water and storm drains keeping normal operations during construction. Health and Safety Coordinator for the site prepared health and safety plan for handling soils for disposal of 40,000 cubic yards of lead contaminated soil via rail to Class I landfill, general engineering and construction activities.

North Island Naval Air Station, San Diego, CA
Project manager/technical design, $0.5 M Pilot Study to test innovative technologies. System included extraction and flaring of volatile organic compounds permitting, design, and utility setup for 2,000 SCFM system, which required acid scrubber for system discharge. System was designed with remote access ability. Work also included coordination of the project through the Navy, County of San Diego, Air Pollution Control District and Community action groups.

Naval Air Facility, El Centro, CA
Construction manager for environmental investigation of base fueling areas. Schedule called for non-interference with normal base operations to support training of helicopter and fixed wing aircraft. Investigation required use of innovative technologies (cone penetrometer testing) to investigate soil

and groundwater. Presented projects scope and schedule for investigation of base fueling area. Provided daily field reports to Naval Command and Brown & Root Services Corp.

Lilly Industries, Montebello, CA
Construction and design manager for installation of 24 tank UST new chemical processing area. Project included design of process systems, tanks, monitoring systems, coordination with local building and fire agencies, reinforced concrete retaining walls and seismic restraint of existing facilities. Coordinated selection of subcontractors and interfaced with owners for continued plant operations during construction.

Liquid Natural Gas Recovery Plant for Signal Hill Petroleum, Signal Hill, CA
Prepared plans and specifications for liquid natural gas recovery plant at Signal Hill refinery. The plant collects gases from oil drilling operations and processes these for sale as liquefied natural gas. Processes included gas duster, two-stage compression, scrubbers, and gas-liquid separators, surge tanks and dispensing equipment. Design included careful attention to containment requirements, drainage and site and structural layout as well as extensive process and fire piping.

Santa Monica Airport Fueling Facility, Santa Monica, CA
Design engineer for $3.0 million construction of a dual high flow, high capacity airport fueling facility, including dispensing equipment, 2 underground 10,000 gallon tanks, metering and monitoring devices for AV gas and jet fuel, aircraft rated concrete aprons. Additional design efforts included perimeter drainage and hydrology study for the surrounding areas.

Liquid Natural Gas Recovery Plant for Signal Hill Petroleum, Signal Hill, CA
Prepared plans and specifications for liquid natural gas recovery plant at Signal Hill refinery. The plant collects gases from oil drilling operations and processes these for sale as liquefied natural gas. Processes included gas duster, two-stage compression, scrubbers, and gas-liquid separators, surge tanks and dispensing equipment. Design included careful attention to containment requirements, drainage and site and structural layout as well as extensive process and fire piping.

Loma Linda University, Service Station Retrofit, Loma Linda, CA
Project manager for design and installation of drive slab, tanks and monitoring systems. Concrete work including grading and drainage for the site. System included dispensers, piping, pumps, and tank replacement for fueling university vehicles.

Program Management, Inspection Services, Contract Administrator for the City of Huntington Beach, CA
Program manager for various projects outlined in the capital improvement program. Tasks included preparing plans and specifications, bidding and selection of consultants and contractors for arterial street repairs, overlay of residential streets, Energy Retrofit Program, HVAC improvements/upgrades and painting of the Civic Center Complex. Work also included directing contractors through all phases of work, maintaining project logs, approving and processing change orders, invoices, etc., maintaining communications through several different levels throughout the City, including the Director of Maintenance Operations, Director of Public Works, City Administrator, City Attorney's Office and selected Council Members.

US Air Force Base, Plattsberg, NY
Construction and safety manager for soil and groundwater investigation at 7 sites around Plattsberg Air Force Base. Investigation was conducted for the base closure commission. Activities included coordination, construction and investigation activities with AFCEE and base command personnel, developing work plan, detailing field activities, sample collection and analysis procedures. Developed scopes of work and selection of subcontractors using FAR's. Coordinated with base personnel for site access, use of facilities. Prepared environmental reports detailing sample protocols, results and findings. Presented project scope and schedule updates weekly to each

affected Command of the base. Presentations included selection of contractors, working hours, effect of work on base operations. Arrangements for inspection of work activities by base personnel. Work also included coordination of work activities related to mothballing of housing, warehouse and hanger facilities.

Point Loma Naval Facility, San Diego, CA
Construction manager and safety officer for $1.8 M environmental investigation of 13 sites at the Naval Facility. Coordinated investigation with three individual commands on base. Developed work plan for sample collection, handling and testing coordination of field investigation to develop method of sample collection, and address safety issues. Prepared written reports weekly for the individual commands, prepared environmental impact report of sensitive species and human health concerns for local residents and day care facilities.

San Diego Naval Facility 32nd Street, San Diego, CA
Conducted emergency response to delineate and cleanup of a JP-5 release from the Southwest Fire Fighting Training Center. Review of geotechnical information for design soil drainage for fuel collection and pumping system to deal with tidal fluctuations of the water. System was designed and installed within one week allowing the training center to continue operations during construction. System removed over 1,000 gallons of free product over the first three weeks of operations.

Marine Corps Logistics Base, Barstow, CA
Design of groundwater treatment systems for diesel fuel spill. Design included concrete slabs and retaining walls for water treatment system, sizing of pump and holding tanks, develop sampling protocols and layout equipment, design treatment scenario for discharge of treated water to surrounding channels.

Marine Corps Logistics Base, Barstow, CA
Design of soil vapor extraction system for fuel impacted soils. Design included construction of noise insulated housing, slab and masonry walls for housing of equipment. House required ventilation and noise abatement materials due to location to existing homes.

US Marine Air Base, Yuma, Arizona
Construction manager for $2.5M hazardous waste storage area and decontamination facility. Work also included coordination of EPA and military specifications for design as well as construction of concrete slabs, concrete and masonry walls and installation of mechanical systems. Base operations were maintained during construction and re-routing of utilities.

GTE Central Office Chino, CA
Project manager for UST replacement program for GTE. Projects required removal and reinstallation of new tanks at over 150 locations in southern California. Projects required preparation of budgets, oversight and agency interaction, design of soil and groundwater treatment systems and presenting year-end budgetary and progress of schedule to the client.

GTE Central Office Pomona, CA
Project manager for demolition of a six bay service facility. Design of friction pile shoring system to maintain building foundation. Construction of new footing and building foundations. Assist with new building improvements, and scheduling of construction personnel. Construction of reinforced concrete and masonry walls and slabs. Construction was performed without interrupting GTE personnel.

GTE Service Facility, Irwindale, CA
Project manager for construction services for a 12 bay, fleet vehicle service facility. Construction was conducted with partial impact to normal vehicle repair operations. Design of shoring system to

maintain building foundation during excavation of contaminated soils. Construction of new reinforced concrete retaining wall and drive slab.

Health & Safety Training
Assisted in the preparation and publishing of the company's first Health and Safety Manual. Assisted in 40 hour OSHA worker training for hazardous waste sites. Duties included setting up and moderating trainees in use of SCBA's, level B and Level A hazardous equipment. Also monitored individuals for heat stress and other basic first aid procedures. Taught first Aid and CPR.

Geotechnical Laboratory
Performed all manners of geotechnical testing of soils and soil classification. Prepared laboratory reports for review by the head of the geotechnical department.

TECHNICAL PAPERS

Presentation of Technical Paper to the American Chemical Association, Ad-hock Committee Fullerton, California:

Presented technical paper on MTBE contamination in groundwater supply. Attendees include RWQCB, Orange County Water, City of Santa Monica, MWD, Oil Companies. Presentation included background information on MTBE, application and impact on local groundwater.
Presentation of Technical Paper to the Central Coast Groundwater Resource Association, Santa Barbara, California

Presented technical to the Groundwater Resources Association. Presentation included background information on site specific applications and impact on local groundwater. Addressed concerns of local agencies, resolved outstanding questions and provided details for safety methods to be incorporated into the remediation methods.

Presented project scope and periodic updates to the Environmental Community Action Group and Command of the North Island Naval Air Base. Presentations included issues on sensitive species, human health, and treatment of contaminated air, soil and groundwater.



Education

Doctorate in Civil Engineering (Water Resources), University of Southern California, Los Angeles, CA

Master of Science, Civil Engineering, University of Southern California, Los Angeles, CA

Master of Science, Mechanical Engineering, University of Southern California, Los Angeles, CA

Master of Public Administration, California State University, Northridge, Northridge, CA

Bachelor of Science, Mechanical Engineering, Sharif University of Technology, Tehran, Iran

Construction Management Program Certificate, University of California, Los Angeles

Caltrans Resident Engineering Program

Licenses/Certifications

Professional Engineer (PE) California No. 41483

Qualified SWPPP Developer / Qualified SWPPP Practitioner (QSD / QSP) California No. 21523

Organizations/Affiliations

American Society of Civil Engineers

American Public Works Association

American Water Works Association

Experience

Years' Experience: 35+

Years with Anser: 2

KAMRAN PANAH, PHD, MPA, PE

SENIOR PROJECT MANAGER

Kamran is a skilled water engineer/project manager with over 35 years of experience in planning, design, project management, and construction management of various capital water projects. He has experience across both private and public sector such as water districts, cities, and counties each requiring special considerations with multiple stakeholders. Kamran has extensive knowledge of design of water transmission and distribution facilities, pre-construction planning, construction contracts, procurement, project execution, financial management, and project closeout.

REPRESENTATIVE EXPERIENCE

Golden State Water Company, Torrance, CA
Capital Program Engineer - Staff Augmentation Services
9/23 – 12/23.
Providing integrated staff augmentation services to fulfill the role Capital Program Engineer (CPE) for successful delivery of potable water including water well treatment facility, water distribution and transmission facilities.

Ontario Municipal Utility Company, Ontario, CA
Capital Project Engineering/Management Integrated Staff Augmentation Services.
3/22 – 8/30/23.
Providing integrated staff augmentation services to fulfill the roles of Capital Project Engineer/Project Manager for successful delivery of potable water capital projects including water well treatment facility, water distribution and transmission facilities, and SCADA systems. Currently managing several consulting engineering design contracts close to $2 million for total estimated construction cost of approximately $30 million.

Camrosa Water District, Camarillo, CA
Construction Manager
06/2021 - 06/2023
Provided project engineering and construction management consulting services for PV Water Well No. 2 Treatment Facility. Project Construction cost $6 million

Ventura County Water and Sanitation Department, Moorpark, CA
Engineering Manager
09/2018 - 06/2020
Responsible for the design and construction management of a broad range of water capital improvement projects and land developments. He oversaw consultants, and managed the design of complex civil, environmental, water supply, water wells, groundwater replenishments systems, including the development of PS&E and construction bidding documents (CSI, and Greenbook formats). Kamran also oversaw permit compliance with US Army Corps of Engineers 404 Permit, Water Board/LRWQCB 401 Permit, US Fish and Wildlife Streambed Alteration 1602 Permit, and Ventura County Flood Control/Watershed Protection District permit, and other permitting and reviewing agencies.

City of Simi Valley, Simi Valley, CA
Principal Engineer/ Capital Projects
02/1998 - 08/2018
Supervised the design and construction management of the City's Capital Improvement Program (CIP) including water and sanitation capital projects. Kamran supervised the implementation of labor compliance, and all other CIP related requirements of local, state, and federal programs; inspected project sites and attended field meetings, as necessary, interpreted, negotiated, and resolved construction disputes; responded to and resolved difficult and sensitive citizen inquiries and complaints; oversaw, reviewed, and approved progress payments and change orders to the contractors and consultants; monitored and tracked the design and construction progress schedules; and prepared periodic status reports for the Director of Public Works.

City of Simi Valley, Simi Valley CA
Senior Engineer/ Waterworks
02/1988-02/1998

As a Senior Engineer for Utilities, Kamran's responsibilities included managing design and construction of various water and sanitary sewer capital projects; supervising in-house and consultants' preparation of the design and construction drawings, specifications, bid documents, progress payments, negotiating change orders; reviewing material submittals, construction site visit, and construction dispute resolutions, preparing technical and staff reports; and performing all other pertinent construction management tasks.



Education

Master of Business Administration; University of Massachusetts, Boston, MA, 2022

Bachelor of Business Administration; Chapman University, Orange, CA, 2012

Licenses/Certifications

Certified Construction Manager (CCM)

Confined Space, AQMD Rule 403

OSHA 10-Hour Safety Certification

OSHA 30-Hour Safety Certification

Qualified SWPPP Practitioner (QSP), in progress

Trench Safety Certificate

UMass Organizational Leadership

Experience

Years' Experience: 15

Years with Anser: 3+

CHRIS HEIDEL, MBA, CCM

CONSTRUCTION MANAGER

Chris is a highly skilled project program management professional who possesses a diverse background in successful project management with over 15 years of experience in the construction management industry with acute knowledge and expertise in a variety of civil works projects focused on potable, storm drain, sewer, and recycled water. His work on several high-profile and programmatically phased projects for the new construction and rehabilitation of pump stations, pipelines, storm drains, sewers, reclamation plants, and related utilities infrastructure contributes to his subject matter expertise in underground utilities and public social infrastructure. Chris is exceptionally capable at managing subcontractors and project stakeholders, tracking work progress, preparing and maintaining project documentation, and cost estimating, making him an invaluable asset throughout the lifecycles of any project. As a US Marine Corps Veteran, Chris is equipped with the vision and purpose to drive process improvement and is a natural relationship builder. He is an adaptable and decisive leader, comfortable making difficult decisions and taking ownership of key issues.

REPRESENTATIVE EXPERIENCE

San Gabriel Valley Council of Governments, Diamond Bar Golf Course Renovation Project, Diamond Bar, CA | 2021 – Present

Chris is the Assistant Resident Engineer for the Diamond Bar Golf Course Project, a 169 acre site which consists of 18-inch to 120-inch RCP installation, 1 million square feet of clear and grubbing, single to triple RCB box, demolition and new construction of a golf course maintenance facility, tree removal and replacement, netting pole removal and replacement, Southern California Edison Transmission pole relocation coordination, other third party utility coordination, permanent take and diversion of the Diamond Bar Creek, fire water and recycled water systems, approximately 200,000 cubic yards of site grading, new tee boxes, bunkers and greens. Currently in the construction phase, Chris has been responsible for constructability reviews, coordinating with the owner, San Gabriel County of Governments, designers, third-party utilities, state regulating agencies, and CQA consultants. Chris also oversees project controls, including cost, schedule control and quality assurance, submittals, inspections, RFI's and change order requests.

West Los Angeles Veterans Affairs, Phase 0 Infrastructure, Los Angeles, CA | 2020 - 2022

Chris is the Resident Construction Manager for the West Los Angeles Veterans Affairs (West LA VA) Infrastructure project that includes linear construction of a Southern California Edison ductbank and manholes, Spectrum and Frontier Communications ductbanks and pull boxes, and a Southern California Gas mainline, steam utilidor demolition and steam line construction, and electrical relocations. In the pre-bid phase, Chris was responsible for constructability reviews, contractor prequalification, project specifications, general conditions generation, contract document development and distribution. During the procurement and construction phase, Chris was responsible for coordinating with principal developers, designers, third-party utilities, state regulating agencies, and CQA consultants. Chris will also oversee project controls, including cost, schedule control and quality assurance, submittals, inspections, RFIs, and change order requests.

Los Angeles Department of Water and Power, MWD LA-30 Water Connection, Los Angeles, CA | 2018 - 2020

Chris was the Contractor's Project Manager for the LADWP MWD LA-30 Water Connection project which consisted of the construction of an inter-agency 1,800 linear foot 48-inch diameter welded steel water pipeline, cathodic protection, steel stand pipes for valve access and new precast manholes, pressure regulating station, pressure relief station and tie-in to LADWP's LA-30 trunk line. Chris was responsible for subcontractor management and oversaw a 30-man crew, working diligently to ensure safety on the high-traffic project site. Chris also maintained the project budget and schedule, prepared payment applications, drafted change orders, tracked work progress and coordinated with several permitting agencies such as Los Angeles Department of Transportation, Caltrans, LABOE, LADWP, and the City of Culver City.

City of El Segundo, Pump Stations 1 & 7 Modification & Lift Station, El Segundo, CA | 2018
Chris was the Contractor's Project Manager for the City of El Segundo Pump Station and Lift Station Project in 2018. The work included modification of two pump stations, installation of a syphon manhole system via jack and bore method, three new precast manholes, new 40k gallon cast-in-place T-Lock lined wet well, retrofit of the existing pump station, construction of an emergency pump station, and construction of 800 linear feet of ductile-iron sewer force main. As project manager, Chris was responsible for managing numerous subcontractors, maintaining budget and schedule, and drafting change order requests.

City of Los Angeles, Slauson Compton Sewer Rehabilitation, Los Angeles, CA | 2015-2017
As the Contractor's Project Manager, Chris oversaw the construction of over 21,000 linear feet of trenchless sewer rehabilitation on a live 100-year-old brick sewer pipe. Work included the reconnection of over 350 live sewer laterals connected by manned entry inside live sewer pipes, or through excavation. Chris also provided critical input on the design of various project elements including 85% Hydrogen Peroxide Chemical Dosing Stations, granulated carbon odor scrubbers, and sewer bypass' for sewer lines over 25 MGD. Additionally, Chris managed numerous subcontractors, tracked work progress, prepared payment applications and submittals, conducted cost benefit analysis, obtained permits, and coordinated with various permitting agencies including LADOT, City of Vernon, LABOS, LABOE, and LAFD.

City of Los Angeles, West LA Interceptor Sewer Rehabilitation, Los Angeles, CA | 2014-2015
Chris was the Contractor's Project Manager for the West LA Interceptor Sewer Rehab project with consisted of rehabilitation of 1,800 linear feet of the aging West LA Interceptor Sewer from Overland to Kelton via slipline rehabilitation. Chris was instrumental in overseeing the challenging installation of the semi-elliptical 90-degree radius across Venice Blvd, requiring not only a difficult installation process but also the management of the procurement, material approvals, testing, shipment from Poland via cargo ships, and rail transport from Texas to the Port of Los Angeles. As project manager, Chris also managed the project's traffic control, shutting down multiple lanes of Venice Blvd during peak and off-peak hours while maintaining site and worker safety. Chris was also responsible for managing subcontractors, budget, schedule, payment applications, change orders, work progress, and permits.

City of Los Angeles, Hyperion Water Reclamation Plant Digestor Gas Utilization Project, Los Angeles, CA | 2014
Chris was the Contractor's Project Manager for the construction of 702 linear feet of 72-inch RCP and the removal, rehabilitation, and reinstallation of five 16" pumps at City of Los Angeles' Hyperion Water Reclamation Plant. Chris oversaw the construction and managed several excavation challenges, including a precariously located 24-inch branching steel line, a trench excavation in beach sand at a depth of 22 feet directly between Primary Battery's A & B and a 1-mile outfall. In addition to construction oversite and crew management, Chris was also responsible for managing subcontractors, budget, schedule, payment applications, change orders, work progress, and coordinating with various permitting agencies such as LABOE and LABOS.

City of Los Angeles, Lakme Avenue Storm Drain, Los Angeles, CA | 2014
Chris was the Contractor's Project Manager for the installation of a new 3,000 linear foot HDPE storm drain, three new catch basins, four cast in place manhole structures, and asphalt overlay of approximately 35,000 square feet on East 246th street from Avalon to Lakme Ave. Chris was responsible for managing subcontractors, monthly billings, subcontractor utilization, change orders and City of Los Angeles required reporting documents.

City of Los Angeles, CISCO 8 Infrastructure Upgrades, Los Angeles, CA | 2013-2016
Chris was the Contractor's Project Manager on various on-call projects throughout the City of Los Angeles. Projects include:

- New construction of a traffic island at Jefferson Blvd and Rodeo
- Ferris Chloride (FeCl2) Dosing Station at the Terminal Island Water Reclamation Plant

- Various upgrades at Hyperion Water Reclamation Treatment Plant including upgrades or repairs to the 1-mile outfall, 5-mile outfall, and secondary treatment clarifiers
- Upgrades to both headwork facilities at Hyperion and Terminal Island Water Reclamation Plants
- Upgrades to Tillman Water Reclamation Plant
- Upgrades to Terminal Island Water Reclamation Plant Clarifiers and Aeration Tanks
- Landslide repairs at White Point Nature Preserve

City of San Diego, Q-1, T-1 & G-2 Sewer Rehabilitations, San Diego, CA | 2013-2015
Chris oversaw the repair and installation of over 6,200 residential sewer laterals and point repairs throughout the City of San Diego. Due to the quantity of laterals installed and terrain constraints, these sewer rehabilitation projects required meticulous planning and record keeping. As Project Manager, Chris was responsible for generating as-built plans, schedule and budget management, change order requests, T&M work and payment applications. In addition, Chris was also responsible for working with the public and residential communities, as most of the laterals were installed in backyards and easements.

City of San Clemente, 18201 C&D Recycled Water Expansion Project, Sam Clemente, CA | 2013-2014
Chris was the Contractor's Project Manager for the City of San Clemente Recycled Water Expansion Project that included the installation of 37,000 linear feet of 6-inch, 8-inch, and 12-inch DR-14 C900 recycled water pipeline, including 2,500 linear feet 16-inch of restrained ductile iron pipe via open cut and 2,200 linear feet of 16-inch purple HDPE via slipline method. Chris managed crews, tracked construction progress, oversaw safety, and managed numerous subcontractors. Chris was also responsible for budget and cost management, preparing payment applications, drafting change orders, pricing extra work, generating T&M tickets, and coordinating with local agencies such as Caltrans and the Capistrano Unified School District. Distinct challenges on this project included excavation under the 5-Freeway (Caltrans ROW), installation of cathodic protection, anodes, and test stations, installation of a pressure reducing station, working around school schedules, and coordinating with local agencies for street closures.

City of Los Angeles, SZC 12176 – SSRP N-12 Parkview & Beverly Boulevard, Los Angeles, CA | 2013 – 2014
Chris was the Contractor's Project Manager for the City of Los Angeles for the sanitary sewer replacement program of approximately 2,000 linear feet of 8-inch sewer main, eight sewer manholes, and a number of lateral connections to residential and businesses.



Education

BS, Civil Engineering, Amir Kabir University of Technology, Tehran, Iran, 1996

Licenses/Certifications

LEED AP BD+C

Qualified SWPPP Practitioner (expired June 2021)

Certified Erosion, Sediment and Storm Water Inspector No. 3524

Experience

Years' Experience: 22

PEDRAM ABBASSI, LEED AP BD+C, QSP, CESSWI

CONSTRUCTION MANAGER

Mr. Abbassi has successfully completed several large-scale public works improvements projects. His skills in the development of project control procedures and methodologies for cost and schedule control have been implemented on several recent large-scale projects. Pedram has accrued more than 22 years of construction industry experience, demonstrating his expertise in a range of responsibilities. He has served as a primary point of contact between design team members, general contractors and owner representatives. Pedram's responsibilities have included onsite owner representation, change management processing, project administration, schedule and budget analysis, safety and security for prime contractors, daily communication with the owner, engineering department, architect, consultants and prime contractors regarding plans and specification compliance. Responsibilities have also included chairing weekly meetings, managing the project budget and schedule. He has performed all project administration functions such as submittals, RFC's, billings and contract close out. Pedram has been in charge of managing all aspects of construction on the site including, but not limited to, pre-planning, phasing, coordinating with contractors, subcontractors, coordinating for permits and coordinating with adjacent owners. He also conducts constructability reviews and provides technical support during project bidding and award. Pedram has completed projects as both a Construction Manager and an Inspector, possessing office and administrative skills, as well as field experience. He possesses a thorough knowledge of the Standard Specifications for Public Works Construction, OSHA requirements, as well as all the CA MUTCD and WATCH Manual standards for traffic control. Pedram holds QSP and CESSWI certifications and is working on his QSD certification for CCTV sewer video review and evaluation.

REPRESENTATIVE EXPERIENCE

Water Main Improvements Project on Grand Ave, City of El Segundo, CA
Senior Construction Inspector for this $2 Million project the improvements on Grand Ave from Center Street to Pacific Coast Highway. This project involves the abandonment of the existing asbestos pipe and installation of new 10-inch ductile iron water main and all service lines for the city of El Segundo. Grind and overlay along Grand Ave between PCH and Center Street. Removal of PCC sidewalks were also done.

Buccaneer Park Beachfront Improvements, City of Oceanside, CA
Construction Manager for the project which will emphasize improvements to the old park restrooms and the park's connections to the Loma Alta Slough and the Coastal Rail Trail. The partially completed trail for pedestrians and cyclists will eventually extend 44 miles from Oceanside to San Diego. Based on ana analyss of existing park conditions and community input from public meetings and surveys, the staff will develop a conceptual design for the park's future configuration.

Palm Court Stockpile Relocation, City of Irvine, CA
Project Manager for the relocation of approximately 200,000 CY of earth from an existing stockpile less than a mile away to a new location. This project includes clearing and grubbing, excavation, export, placement of export, basins, storm drain, storm drain inlets and outlets, base paving, erosion control, project mobilization, Storm Water Prevention Plan, and Traffic Control.

2020-01 Street Pavement Maintenance Rehabilitation, City of Corona, CA
Construction Inspector on this $3.4M project which includes the rehabilitation of approximately 43 lane miles of local and major streets. The scope of work consists of grinding and overlaying, application of ARAM, slurry seal, and restriping. The project also included PCC replacement including sidewalks, ADA ramps, and curb and gutter.

2017-2018 Electrical Distribution Equipment Replacements, Moulton Niguel Water District, Laguna Niguel, CA
Senior Construction Inspector for this $500K capital improvement project which is replacing utility

service sections at five sites that have reached the end of their useful lives. The 2017-18 Electrical Distribution Equipment Replacements project consists of electrical equipment replacements at five of the District's potable water pump stations: Beacon Hill, Bear Brand, Big Niguel, Pacific Island Drive No. 1 and Valencia. Each of the pump stations receive electrical utility power from San Diego Gas & Electric, with the lone exception of Big Niguel which is served by Southern California Edison. Other electrical and structural improvements will be completed to accommodate the new service sections.

University Drive Widening (Campus to MacArthur), City of Irvine, CA
Construction Manager/Senior Construction Inspector for the University Drive Widening Project ($16M) which included parkway improvements, street improvements, storm drain improvements, water improvements and landscape and irrigation for the adjacent bike trail. His services included bid management, construction management, daily inspection services and project closeout. The project consisted of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjusting utility manholes and valves to grade, installation of traffic signs, striping, pavement markings, and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new streetlight infrastructure, storm drain installation, landscaping, irrigation system and water quality BMP's.

Adventure Playground, City of Irvine, CA
Construction Manager/Senior Construction Inspector for this $3M park project located on a 4.5-acre site within University Community Park that served to reconstruct and rehabilitate the playground area to provide updated amenities that complied with existing playground safety standards. The scope of work included installation of new play equipment, construction of a new restroom and storage building, construction of concrete walkways, decorative walkways, retaining walls, slides and benches, landscaping and irrigation. The project also included off-site water, sewer and storm drain improvements.

Santa Ana Stadium Structural Concrete Repair, City of Santa Ana, CA
Construction Manager on behalf for the City of Santa Ana and oversaw the $2.5M repair of the Santa Ana Stadium. The structural concrete retrofit included the design and installation of temporary support, replacement of the parapet wall and degraded beams with 4,000 PSI concrete, sandblast rebar and applying rust inhibitor, corrosion-related spall repairs, cracks epoxy injection, U-shaped galvanized plate at post and joint seal with backer rod. The project also featured a complete interior remodeling of the media box included drywall, epoxy floor, fixtures, door and locks.

Former YMCA Building Materials Abatement & Environmental Remediation, City of Santa Ana, CA
Construction Manager on behalf for the City of Santa Ana and oversaw the materials abatement and environmental remediation of the YMCA building ($2.5M). The project included the abatement of asbestos-containing materials (ACM's), asbestos-containing construction materials (ACCM's) and assumed ACM's that may be disturbed in association with upcoming renovation or demolition activities for structures associated with the Young Men's Christian Association (YMCA) Building Renovation Project. Four structures were planned for renovation or demolition, including the main building, southwest building, concrete block building and the handball courts per South Coast Air Quality Management District (SCAQMD) Procedure 5 (PS) Plan.

Signal Hill Police Station, City of Signal Hill, CA
Project Manager for the new $8.5M police station which earned LEED certification and included a jail, police records archives, an investigation division, administrative offices and an adjacent property storage building.

Pier G Administration and Operations Buildings, Port of Long Beach, CA

Project Manager for the $45.9M improvements which included the phased construction of an approximately 46K sq ft Silver LEED-certified administration building, an approximately 30K sq ft Silver LEED-certified operations building, an approximately 800 sq ft driver services building, temporary guard shacks, and associated employee/visitor parking.

The Broad Stage and Edye Second Space, Santa Monica Community College District, CA
Project Manager for this $34.3M project which consisted of state-of-the-art performance, rehearsal and dressing rooms, practice facilities, orchestra lift, technologically advanced sound and performance lighting systems. The project was awarded "Project of the Year" in Higher Education from California Construction Magazine.

Norwalk Transportation and Public Service Facility, City of Norwalk Department of Public Transportation, CA
Project Manager for the $13.7M project from inception through completion, which formulated the basis of a professional relationship with the City that continues today. Effectively completed the construction of the Norwalk Transportation Center in 2002. Off-site improvements consisted of the construction of street and underground utilities; asphalt concrete sidewalk, curb and gutter; landscape, hardscape and irrigation; the installation of traffic striping and markings; and all other associated work. Professional services included programming, master planning, architecture and interior design.

Restroom Facility at 3rd Street and Bush Street, City of Santa Ana, CA
Construction Manager for this project and acted as staff for the City of Santa Ana. Oversaw the design-build of a new restroom facility ($1M). The project included connection to new utility services (water, electrical, sewer), CMU structure and foundation with metal roof and all features, demolition of existing parking area, importing soil, compaction, new concrete pavement and drinking fountain, new irrigation station and landscaping, and parking lot lighting modifications, including removing two light pole standards and replacing all light standard fixtures.

Pasadena High School, Pasadena Unified School District, Pasadena, CA
Project Manager for this $23.5M improvement project which required the modernization of facilities, including new elevators, boiler and chiller lines, fire alarm and sprinkler systems, framing, hardware, and irrigation, in addition to electrical, mechanical and plumbing systems.

Rio Del Norte Elementary School, Rio School District, Oxnard, CA
Assistant Project Manager for this $9.6M project. Scope required the new construction of seven buildings, including administrative offices, classrooms, an auditorium theater and outdoor playground.

Santa Ana Police Station South Entrance Security Improvements, City of Santa Ana, CA
Construction Manager that acted as staff for the City of Santa Ana and oversaw the security improvements for the south entrance of the Santa Ana Police Station. This $1.2M project included furnishing and installing a crash-rated drop arm beam barrier system Model TT212E, integrating and programming the new drop arm beam barrier system with the existing south entry gate card reader for timing synchronization, loop detector in place and synchronization with beam barrier/gate, flush-mounted spike unit, installing/upgrading slide gate operators, HySecurity Slide Driver 80 222 x1 ST (with UPS Backup), relocating card reader (including PCC curb and median island), traffic signal unit and post, steel post bollards, pavement striping and prefab guardhouse by "Allied Modular" (including repairing/relocating irrigation, concrete slab and electrical connection).

3rd Street Traffic Calming Project (Birch Street to Spurgeon Street), City of Santa Ana, CA
Construction Manager oversaw the traffic-calming street improvement in the Santa Ana downtown area. The project with budget of $1.5M included AC pavement, PCC sidewalk, PCC curb ramp, PCC curb and gutters, AC DIKE traffic circle, brick paver band, adjusting manhole, water valve, and pull box frame/cover to grade, constructing new median with landscaping, signing and

striping, furnishing and installing bike racks, furnishing and installing bench, and installing tree grates and wayfinding markers in downtown sidewalks.

Trabuco Roadway Widening and Streetscape, City of Lake Forest, CA
Served as Assistant Construction Manager on this one-mile roadway widening and streetscape project. The project with budget of $5M included asphalt overlay and reconstruction; construction of curbs and gutters, enhanced crosswalks, bike lanes, sidewalks, driveways and driveway approaches, several block walls, and a wrought iron fence; pavement striping and markings; traffic signal improvements; installation of roadway signs and lighting; installation of a raised and landscaped median; and the installation of parkway landscaping and irrigation.

El Toro/Aliso Creek Widening Phase II, City of Laguna Woods, CA
Served as Assistant Construction Manager on this federally funded roadway-widening project. This project was Phase II of a two-phase capital improvement program to widen El Toro Road and accommodate a paved 6' wide Class II bike trail and a sidewalk that varied in width from 6' to 9'. The work consisted of construction of the sidewalk, retaining wall, and associated drainage structures, and the relocation of the existing Class II bike lane, in addition to cold milling the existing curb ADA access ramps, adjusting utilities to finish grade, applying traffic striping with pavement markers and legends (stenciling) and reinstalling traffic detector loops.

Antonio Parkway Rehabilitation, City of Rancho Santa Margarita, CA
Served as Construction Manager on this street improvement project with budget of $1.4M. Improvements included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; roadway reconstruction and resurfacing; traffic signage and striping; and traffic signal modifications.

Robinson Ranch Road Traffic Calming Improvements, City of Rancho Santa Margarita, CA
Served as Assistant Construction Manager on this street improvement project. Improvements with budget of $1M included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; roadway reconstruction and resurfacing; traffic signage and striping; and traffic signal modifications.

El Toro Road and Jeronimo Streetscape Improvements, City of Lake Forest, CA
Served as Assistant Construction Manager on this streetscape improvement project. Improvements with budget of $2M included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; new raised medians; roadway reconstruction and resurfacing; traffic signage and striping; traffic signal modifications; and median and parkway landscaping and irrigation. The project also included construction of new monument signage along the El Toro Road Bridge.

Rockfield Streetscape Improvements, City of Lake Forest, CA
Served as Assistant Construction Manager on this streetscape improvement project. Improvements included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; new raised medians; roadway reconstruction and resurfacing; traffic signage and striping; traffic signal modifications; and median and parkway landscaping and irrigation.

Harbor Boulevard Beautification, City of Costa Mesa, CA
Construction Inspector on this federally funded streetscape improvement project designed to enhance the landscape and overall streetscape of Harbor Boulevard with budget of $1.3M. The work consisted of constructing landscape buffers between the street curb and the sidewalks with drought-tolerant landscaping, state-of-the- art irrigation and the planting of mature palm trees to create a more comfortable pedestrian atmosphere. Improvements included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; roadway reconstruction and resurfacing; traffic signage and striping; and median and parkway landscaping and irrigation. Work also included installing a monument sign with solar-powered lighting.

Paving and Sidewalk Repairs, City of Santa Monica, CA
Assistant Construction Manager on this citywide street and sidewalk rehabilitation project. Improvements with budget of $3M included reconstruction of curb and gutter, sidewalks, driveways, and ADA curb ramps; roadway reconstruction and resurfacing; crack seal and slurry seal; and traffic striping and signage.

I-5 Mitigation Rehabilitation of Union Street and Paddison Avenue, City of Norwalk, CA
Construction Manager on this street improvement project. Improvements with budget of $1M included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; roadway reconstruction and resurfacing; crack seal and slurry seal; and traffic striping and signage.

Commercial/Industrial Stormwater Inspection, City of Laguna Hills, CA
Stormwater Inspector for the City of Laguna Hills. Provided the City with stormwater inspection services for various commercial and industrial facilities throughout the City, including restaurants, automotive facilities, shopping centers, medical buildings, schools, churches, banks, churches, grocery stores, movie theaters and hotels. Thorough BMP inspection reports included date, time and weather during the inspection; management name and contact information; condition of BMP; action required; and whether a follow-up visit would be necessary. Detailed photos were taken to accompany each report. Also provided business-relevant BMP educational materials to assist with understanding and future compliance.

NPDES Compliance Inspection, City of Santa Ana, CA
Construction Manager/Inspector for the City of Santa Ana and inspected facilities and construction sites for NPDES compliance. Thorough BMP inspection reports included date, time and weather during the inspection; management name and contact information; condition of BMP; action required; and whether a follow-up visit would be necessary. Detailed photos were taken to accompany each report. Our staff also provided business-relevant BMP educational materials to assist with understanding and future compliance.



Education

BA, Management; Michigan State University

Licenses/Certifications

Certified Construction Manager - #8006

Licensed General Contractor – Class B #933534

Experience

Years' Experience: 28

Years with Anser: 5.5

JOHN REIDINGER, CCM, B-LIC
CONSTRUCTION MANAGER

John Reidinger has over 28 years of experience in construction and project management for public and private projects within Southern California and internationally. He has experience in a variety of construction projects including construction management, personnel management, environmental compliance, city and agency permitting, plant science, management of site staff and contractor's staff, coordination with agency/owner staff for operational start up and design implementation. John's extensive background in managing all facets of major public projects has allowed him to build a successful track record in completed complex projects. He is a seasoned self-starter who will represent our clients whole heartedly and will get the job done.

REPRESENTATIVE EXPERIENCE

City of Huntington Beach, McFadden Sewer Lift Station Replacement Project, Huntington Beach, CA

Construction Manager on this $3.12M project that consists of the abandonment and demolition of an existing sewer lift station, and the installation of a new 120 gpm submersible sewer lift station, wet well, valve vault, force main, and emergency generator. The project includes the construction of new gravity sewers, as well as curb, gutter, sidewalk and AC paving.

City of Huntington Beach, Slater Sewer Lift Station Replacement Project, Huntington Beach, CA

Construction Manager on this $4M project which consists primarily of the abandonment and demolition of an existing sewer pump lift station and various sections of existing sewer lines, removal of existing electrical panels and conduit, sidewalk, pavement, and surface improvements, sewer bypassing and traffic control. The project also includes the installation of new sanitary sewer lines, installation of a new sewer lift station and valve vault, installation of new wet well submersible pumps, replacement of a force main, asphalt paving and removal, restoration of existing public and private improvements and related appurtenant work.

City of Corona, Citrus Circle Utility Project, Corona, CA

Construction Inspector for this $400K utility project providing new fire service lines, new potable water lines and irrigation lines for development project. Duties include ensuring contractor compliance with plans and specifications; prepare daily documentation of the project, coordinating with City operations staff and project manager.

City of Corona, West Rincon Malloy Sewer Project, Corona, CA

Construction inspector for this $300K new sewer line that supported new development in the City. Duties included ensuring contractor compliance with project plans and specifications, prepared daily documentation of the project, coordinated with City operations staff and project manager.

City of Manhattan Beach, 2013 Annual Sewer Manhole Rehabilitation Project, Manhattan Beach, CA

Resident Inspector for this $300K Rehabilitation of sewer manholes and lid replacements throughout the City. Work included primary arterials like Sepulveda Street which required Caltrans coordination and traffic control. Duties include ensuring contractor compliance with plans and specifications, prepare daily documentation of the project, administer the contract, prepare and negotiate contract change orders, respond to RFI's, process submittals, coordinate materials testing sub-consultant, and coordinate with City departments

City of Corona, Green River Road Widening Project, Corona, CA

Construction Manager/Construction Inspector for this $6.2M roadway project. Green River Road was widened from Palisades Road to State Route 91 from four lanes to six lanes. The street widening also included a new traffic signal at Palisades Road and a signal modification at Dominguez Ranch Road, new medians with drought resistant plants, new sidewalk on the south side from Dominquez Ranch Road to State Route 91 and other ancillary improvements including new storm drain improvements, curb and gutter. This project was funded in part by Measure A, Gas Tax Major Rehabilitation Fund and Santa Ana River Trail (SART) Interim Bike Align Route. Duties included administering construction contract, oversight of City staff inspector, managing materials testing and survey QA, preparing daily reports, processing project documents, reviewing and

approving progress payments, managing change order process, reviewing and approving submittals, responding to RFI's, preparing project as-builts and close out documentation. Project features included arterial road widening, utility relocations, storm drain and traffic signal work.



BENJAMIN TORRES, CMIT, CPSI, LEED GA
CONSTRUCTION MANAGER

Ben has over seven years of experience in construction and construction management, representing both owners and contractors on a variety of residential, commercial, utility, and public works projects of various scale. He is experienced with site observations for pre-construction assessments and dispute resolutions. Mr. Torres is familiar with conducting document control on projects including project records, payment applications, change orders, RFI's, schedule review and closeout. His diverse background managing projects from both the contractor perspective and owner perspective, brings a unique, well-rounded understanding to a project.

Education

Bachelor of Science, Construction Management Technology, California State University Northridge, Northridge, CA

Licenses/Certifications

Construction Manager-in-Training (CMIT)

LEED Green Associate

Certified Playground Safety Inspector (CPSI)

Aquatic Facility Operator (AFO)

OSHA 10-Hour Safety Certification

Negotiation Mastery Certificate

Commercial Real Estate Certificate

Organizations/Affiliations

Construction Management Association of America

National Recreation and Park Association

U.S. Green Building Council

Experience

Years' Experience: 7

Years with Anser: 3

RECENT PROJECT EXPERIENCE

City of Seal Beach Public Works Division, Pier Emergency Repairs,
Seal Beach, CA
Construction Cost: $1.3M | Project Timeline: 2023 – Present
Project consists of Project Management and Construction Management services to repair storm damaged piles, bracing, railings, and gangway to the wooden sections of the Seal Beach Pier. Mr. Torres is also coordinating structural assessment reporting to support City's insurance claim for the storm damaged scope of work. Site management of the contractor is performed regularly in coordination with the Lifeguard, Police, and City Facility Department staff.

City of Seal Beach Public Works Division, Tennis Center Improvement Project,
Seal Beach, CA
Construction Cost: $3M | Project Timeline: 2022 – Present
Project consists of Project Management and future Construction Management services to renovate the Seal Beach Tennis Center clubhouse, court lighting, and demolition of existing locker room building. Upgrades to facility telecommunications, and security systems will also be added. Mr. Torres is also providing constructability review of the plans and technical specification in coordination with the design team. Bidding phase coordination is also being provided by Mr. Torres, as well as the future Construction Management services thorough all construction phases of the project.

City of Seal Beach Public Works Division, Pier Abutment & Restroom Restoration,
Seal Beach, CA
Construction Cost: $1.3M | Project Timeline: 2022 – Present
Project consists of Project Management and future Construction Management services to restore the Seal Beach pier concrete abutment and pier restrooms. Mr. Torres is also coordinating the development of the pier abutment specifications along with the inspection and testing scope of work to develop a construction assessment. Bidding phase support and review will also be provided by Mr. Torres, as well as Construction Management services thorough all construction phases of the project.

Thomas Safran & Associates, Inglewood Market Gateway Development,
Inglewood, CA
Construction Cost: Est. $200K | Project Timeline: 2022
Project consists of site observations to document the project's T&M work to complete the installation of a new sewer lateral lines, three sewer manholes, new domestic water main line laterals, relocation of an existing fire hydrant, a new fire hydrant lateral line, and city street demo and grading operations. Mr. Torres is functioning as a third-party observer to document all details of this work to provide legal documentation for the project developer. Strict adherence to communication and reporting followed to properly support the developer and their representatives.

City of Long Beach Public Works Division, Recreation Park Playground,
Long Beach, CA
Construction Cost: $1.9M | Project Timeline: 2021 – 2022
Project consisted of the removal of the existing playground and import 700CY of soil to regrade site, install new play equipment, new rubber surfacing, 3 GFRC dinosaur installations, new hydration

station, ADA access ramp and walkway from parking lot, new ADA parking stalls, new skateboarding area with grind rail and manual pad, new ADA picnic tables, new sidewalks, new landscape irrigation systems, new trees, seed and sod installations, and water cross-connection compliance. As Construction Manager, Mr. Torres was responsible for document control, payment, contract review, design coordination, cost dispute negotiations, and closeout. In addition, he was responsible for vendor and contractor coordination, material tracking, change management, schedule review, QC, progress payments, field dispute resolution, inspector compliance, site meetings, routine coordination between the City's Parks, Recreation, Street Light, Technology & Innovation, Health, and Water Departments.

City of Long Beach Public Works Division, Colorado Lagoon Playground, Long Beach, CA
Construction Cost: $754K | Project Timeline: 2021-2022
Project consisted of the removal of the existing playground and regrade site, new playground equipment and rubber surfacing, new ADA walkway, new sidewalks, tiered bench seating, new ADA picnic tables, new landscape irrigation controller and equipment, new seed & turf installations, and coastal commission compliance. As Construction Manager, Mr. Torres was supported the training of a new City project manager with document control, payment, contract review, cross departmental coordination, cost dispute negotiations, design change review, and closeout process. In addition, he was responsible for vendor and contractor coordination, material tracking, schedule review, QC, change management, progress payments, field dispute resolution, inspector compliance, site meetings, routine coordination between the City's Parks, Recreation, Marine, Technology & Innovation, Public Transit, Health, and Water Departments.

City of Long Beach Public Works Division, El Dorado Park West Artificial Turf Soccer Field, Long Beach, CA
Construction Cost: $3.1M | Project Timeline: 2021
Project consisted of clearing and regrading of existing site, new artificial turf soccer field, new field goals and backstop netting, new perimeter railing, new artwork boulders, new ADA sidewalk approaches, new sidewalks, new below grade electrical lines, upgrades to electrical switchgear, new water main laterals for new high pressure cooling system, new landscape irrigation controller and backflow equipment, new catch basins, new trees, seed and sod installations, new hydration station and water cross-connection compliance. As Construction Manager, Mr. Torres was responsible for coordination of multiple prime contracts, schedule review, QC, change order negotiations, progress payments, weekly meetings, field resolution, project documentation, regular communication with contractors and city inspector, coordination between City's Parks, Recreation, Health, and Water Departments.

Southern California Edison, 12kV Cap Bank 1 & 2 Relocation, San Bernardino, CA
Construction Cost: $152K | Project Timeline: 2020
Project consisted of emergency concrete repair work to remove all existing concrete footings and below grade material to install new foundations. Installed eight new concrete foundations for two capacitor banks, along with new perimeter fence enclosures. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to ensure project success, coordination with supporting SCE members and vendors, project document control, ensure project schedule and work was delivered as planned, change order management and project scheduling.

Southern California Edison, Chase & Databank SPCC Mitigations, Corona, CA
Construction Cost: $50K | Project Timeline: 2020
Project consisted of demo existing SPCC asphalt berms and installation of new SPCC asphalt berms per current SCE standards at both substation locations. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to

ensure project success, coordination with supporting SCE members and vendors, project document control, ensure project schedule and work was delivered as planned and project scheduling.

Southern California Edison, Safari Greenfield, Irvine, CA
Construction Cost: $8M | Project Timeline: 2019-2020
Project consisted of a new 33kV low profile substation, 14' high block wall, below grade conduit banks & vaults. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractors to ensure project success, coordination with supporting subcontractors and vendors to work alongside prime contractors, ensure construction work could continue uninterrupted, and project scheduling.

Southern California Edison, Windhub 220kV Seismic Upgrade, Mojave, CA
Construction Cost: $500K | Project Timeline: 2019
Project consisted of seismic upgrade work was repeated within seven 220kV energized positions. Scope included the installation of new CCVTs, steel, conduit runs & wiring, 12' deep concrete footings. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to ensure project success, coordination with supporting SCE members and vendors, project document control and ensure project schedule and work was delivered as planned.

The Learning Group, Toddler Room Remodel, Longmont, CO
Construction Cost: $100K | Project Timeline: 2019
Project consisted of new children's restroom, interior walls, new security door, interior painting, tile and carpet flooring, and concrete sidewalk. As the Project Engineer, Mr. Torres worked closely with the Superintendent, and Project Manager to support subcontractor site management and reporting, QC/QA of subcontractor performance, material procurement, project scheduling, subcontractor bidding, review and selection, contract review, change management, project budget management, document control, system testing and closeout. In addition, routine coordination with the city and fire department for permitting and inspections.

BREG, Broe Corporate Point Refresh, Colorado Springs, CO
Construction Cost: $1.3M | Project Timeline: 2019
Project consisted of commercial tenant improvements within the lobby and corridors of a three-story functioning office building. Scope included tile and carpet flooring, drop ceiling, interior paint, art wall murals, light fixtures, telecommunication wiring, coffee bar, and digital message board and digital display installation. As the Project Engineer, Mr. Torres worked closely with the Superintendent, and Project Manager to support subcontractor site management and reporting, QC/QA of subcontractor performance, material procurement, project scheduling, subcontractor bidding, review and selection, contract review, change management, project budget management, document control, system testing and closeout. In addition, routine coordination with the city and fire department for permitting and inspections.

GCC, 1811 Lefthand Circle Tenant Improvement, Longmont, CO
Construction Cost: $1.4M | Project Timeline: 2019
Project consisted of commercial tenant improvements to create a new warehouse space and new fire suppression system. Utility scope included a new water main to the existing public line, street and parking lot trenching to extend new water line to the building; traffic control; QC/QA of all roadway repair and new plumbing installation. The building improvement scope consisted of new warehouse loading ramp & door, restroom remodel, interior wall partitions, interior paint, exterior & interior security doors, and fire suppression system. As the Project Engineer, Mr. Torres worked closely with the Superintendent, and Project Manager to support subcontractor site management and reporting, QC/QA of subcontractor performance, material procurement, project scheduling, subcontractor bidding, review and selection, contract review, change management, project budget management, document control, system testing and closeout. In addition, routine coordination with the city and fire department for permitting and inspection approvals.



Education

Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1998 - 2003

Licenses/Certifications

CA Professional Engineer No. 71514

Qualified SWPPP Developer No. 01243

AQMD Coachella Valley Fugitive Dust Control, No. CV1907-008280-8321

Experience

Years' Experience: 18

Years with Anser: 8.5

Work History

Anser Advisory, LLC (formerly DHS Consulting, LLC), Resident Engineer, 09/2014 to Current

TYSON ATWOOD, PE, QSD

CONSTRUCTION MANAGER

Tyson has nearly 20 years of experience successfully providing engineering construction management services for a wide variety of capital improvement projects including: substation construction, railroad grade separations, airport rehabilitations, highway construction, wastewater treatment facilities, water supply infrastructure, utility undergrounding, and general roadwork. Tyson also has vast experience in Active Transportation (ATP) construction having managed over 50 miles of Class I, II, and IV facilities. Tyson's main focus has been working with federal funds and is an expert in administering projects utilizing the Caltrans Local Assistance Procedures Manual (LAPM). He is highly experienced with both the Caltrans Standard Specifications and "Greenbook." Tyson is also an advanced user with software such as: Bluebeam Revu, Primavera P6, e-Builder, AutoCAD, Microsoft Word, and Excel.

SELECT PROJECT EXPERIENCE

San Diego Association of Governments, Bayshore Bikeway – Barrio Logan Project, San Diego, CA
Construction Cost: $19M | Project Timeline: 03/2022 – Current

Tyson serves as the Resident Engineer responsible for the overall management and coordination of project operations, including the management of the contractor. The Barrio Logan Bikeway will make it safer and easier for people of all ages and abilities to bike along Harbor Dr. in Barrio Logan. Features include traffic roadway improvement, signal improvements, safer crossings, and other streetscape enhancements that make streets more pleasant for everyone – people who bike, walk, work, and live there.

San Bernardino County Transportation Authority, I-10 at Alabama Street Interchange Project, Redlands, CA
Construction Cost: $14.38M | Project Timeline: 03/2020 – 06/2023

Tyson is the resident engineer on this $14.38 Million project which widens two existing off-ramps from two to four lanes to relieve traffic congestion in the City of Redlands. Project elements to achieve this goal are to construct Type 1 Retaining Walls, install new drainage systems, ADL excavation and handling, HMA mill/overlay, Rapid Set JPCP, new signal poles, ramp metering system, signage, striping, landscaping and irrigation and SWPPP Risk Level 1 Compliance. Tyson is responsible for the day-to-day coordination and management of the contractor which includes duties such as weekly statement of working days, pay quantity calculation and estimates, drafting change orders, reviewing project schedules, oversight of inspection staff, surveyors, biologists, and material testers, conducting weekly meetings, Caltrans LCS coordination, and public outreach coordination with SBCTA Public Relations.

Coachella Valley Association of Governments (CVAG), CV Link Multi-Modal Transportation Facility, Coachella Valley, CA
Construction Cost: $130M+ | Project Timeline: 03/2020-Current

Senior Resident engineer responsible for construction of 41.1 miles of combination bikeway and NEV path construction throughout the Coachella Valley. Major project highlights include, 40+ miles of concrete path, two new bridges, park like improvements including shade structures, and flood channel improvements. Major stakeholders include: City of Palm Springs, City of Palm Desert, City of La Quinta, City of Indio, City of Coachella, and Coachella Valley Water District.

City of Palm Desert, CV Link Project No. 707-20, Palm Desert, CA
Construction Cost: $3M+ | Project Timeline: 10/2019-2021

Tyson was the Resident Engineer responsible for all aspects of the project which included over 3.1 miles of combination on Class IV bikeway and NEV path construction on. Project also includes construction on of an architectural access point and traffic signal improvements. Project requires coordination on with various agencies included Coachella Valley Water District (CVWD) and College of the Desert. During the pre-construction phase, Tyson lead the CM team with

constructability review, advanced development of project specifications, utility coordination, and project scheduling.

County of San Diego, AC Overlay FY '17/18 – Segment 'C', San Diego, CA
Construction Cost: $9.2M | Project Timeline: 09/2018-07/2019
Tyson was the Resident Engineer responsible for all aspects of the project which included over 122 locations, totaling over 30 miles of roadway improvements. The program consisted of a combination of asphalt overlays and mill and inlays which utilized both Type A Hot Mix Asphalt (HMA) and Polymer Modified Asphalt Concrete (PMAC). The project also included AC dike replacement, fog seal, ADA ramp improvements, video detection signal improvements, and striping. Responsible for ensuring that traffic control was setup and maintained based on the approved traffic control plans. Although there were significant additional costs during construction, due to advanced forecast modeling by Tyson, the project scope was altered on several roadways, allowing the overall project to come in under budget.

SANDAG, North Park | Mid-City Georgia – Meade and Landis Bikeway Projects, San Diego, CA
Construction Cost: $16.4M | Project Timeline: 09/2019-12/2021
Tyson was the resident engineer responsible for the construction of over 6.5 miles of new bikeway through two parallel streets in the urban area of North Park in San Diego. The projects are designed to enable people to bike and walk safely on more direct and convenient routes within and between major regional destinations and activity centers. The main feature of the project is the addition of 18 neighborhood traffic circles. Other features include buffered bike lanes, raised crosswalks, reverse angle parking, and other traffic calming measures.

SANDAG, Hill Street Slope Repair and Stabilization, San Diego, CA
Construction Cost: $3.1M | Project Timeline: 08/2018-05/2020
Tyson was the Resident Engineer in charge of the project which stabilized over half a mile of failing slope along an active MTS trolley track. The slope was step graded during construction in order to achieve stability. Daily coordination with MTS was required in order to ensure proper flagging and safety measures are in place related to specific daily tasks. The project also included streets improvements and coordination with local commercial buildings in the area. A VECP change order was executed which changed the retaining wall from soldier piles to gravity retaining wall system, saving the project significant funds. The project had federal funds and was managed under the SANDAG and Caltrans LAPM guidelines for federally funded projects.

County of Imperial, CMAQ Various Unpaved Roads, Imperial County, CA
Construction Cost: $1M | Project Timeline: 02/2018-01/2019
Tyson was the Resident Engineer responsible for all aspects of project which constructs three-inch AC Grindings Caps on six various unpaved roads throughout various locations of Imperial County. Project consists of minor grading, compacted Class II Base, and placement of SS1h oil prime coat. Project had to work around several environmental mitigation issues, including a partial project suspension due to nesting burrowing owls. Project managed under guidelines specified in the Caltrans LAPM.

SANDAG, Bayshore Bikeway Segments 4B and 5, San Diego, CA
Construction Cost: $2M | Project Timeline: 12/2016-07/2018
Tyson was the Resident Engineer responsible for all aspects of the project which included 2.2 miles of a combination of Class I, II, and III type bicycle facility, security fence replacement, and bridge work. Project went through various agencies right-of-way and/or property which required the coordination with: National City, Port of San Diego, San Diego Gas & Electric, BNSF, and the Navy. The project also included a gravity retaining wall, metal beam guardrail, AC improvements, and a new Navy/SDG&E security fence. Major project responsibilities included: monitoring safety, develop progress payments, answering RFIs and submittals, contract change orders, weekly and monthly reporting, monitoring contract compliance with the plans and specifications, schedule review, managing field personnel, communication among all project stakeholders.

SBCTA (formerly SANBAG), North Milliken Avenue Grade Separation, San Bernardino, CA
Construction Cost: $27M | Project Timeline: 06/2010-08/2013
Assistant resident engineer on a team providing construction management and inspection services for the construction of the new Union Pacific Railroad (UPRR) bridge over north Milliken Avenue in the City of Ontario. The bridge was a two-span precast concrete box beam structure that was 52 feet wide and 168 feet in length. The project involves elevating the profile of the railroad track up to 28 feet in height so that the trains will travel over the existing roadway at north Milliken Avenue. Over 300,000 square feet of T-Wall retaining wall panels will be placed on the project to elevate the tracks and support the UPRR freight trains. The T-Wall retaining wall panels are an AREMA approved proprietary wall system with over 7,000 individual panels placed over a four-mile stretch. The project also involved: utility relocations, PCC paving, asphalt paving, shoofly track, traffic signals, electrical, lighting, stage construction, traffic control, landscape and irrigation, signing and striping.

SDG&E, Ocean Ranch Substation, Oceanside, CA
Construction Cost: $10M+ (Confidential) | Project Timeline: 01/2018-12/2019
Senior resident engineer for new greenfield 69kV/12kV substation. Project developed a 10-acre site with storm drain improvements which included the construction of three detention basins totaling over two acres in size. Project included over 11,000 SF of new CMU screen walls, equipment foundations, storm drain, and landscape. In addition to site development, the project included the installation of two new underground 69kV circuits as well as four new underground 12kV circuits to various offsite locations. Mr. Atwood successfully rephased the original construction schedule and completed the project over a month ahead of schedule.

SDG&E, SONGS Synchronous Condenser, San Diego, CA
Construction Cost: $100M+ (Confidential) | Project Timeline: 03/2015-12/2018
Construction manager and site development engineer for Design-Build project which included mass grading, over 17,000 SF of soil nail wall,2,000 SF of soldier pile wall, 2,000 SF of CIP wall, equipment foundations, and equipment shelters. Tyson managed the development of the concept drawings, developed the site development schedule and cost estimate, put together exhibits for several permits including the California Coastal Commission. During the design phase, Tyson reviewed civil and structural drawings related to site development, including constructability reviews. Tyson was the Resident Engineer for the utility relocation package and site development portion of project. Soldier Pile wall was constructed next to a 230kV bus system which required coordinated outage efforts with SDG&E. He successfully worked with the Contractor to find scheduling solutions which brought the schedule in after a two month delay due to weather.

SDG&E, Mira Sorrento Substation, San Diego, CA
Construction Cost: $8M (Confidential) | Project Timeline: 07/2013-01/2015
Resident engineer/inspector for project which exported and imported 35,000 cubic yards of material in a 65-foot cut zone. Dewatering was required to remove 3,000 cubic yards shallow landslide at the toe of the cut. Installed over 30,000 square feet of a two tiered, Verdura MSE Retaining Wall at heights of 35 and 25-feet, respectively. Over 12,000 square feet of CMU screen wall was installed around the perimeter of the site. The project also involved: storm drain, asphalt paving, two retention basins, miscellaneous concrete, planting and landscaping, and irrigation. Project was awarded the ASCE "Outstanding Project" in 2015.

SDG&E, Wabash Substation Modification, San Diego, CA
Construction Cost: $3.5M (Confidential) | Project Timeline: 01/2014-01/2016
Resident engineer for site development project which consisted of nearly 10,000 square feet of a combination soil nail and soldier pile retaining wall with a Boulderscape finish, Class II base grading, security fencing, and drainage improvements. Project built with an accelerated schedule and despite rain and utility delays, finished on time. Coordination between five main phases was required throughout the length of the project. Successfully negotiated a differing site conditions delay claim down to less than 20% of the original claim amount.

Point Loma Soldier Pile Retaining Wall Project, San Diego Gas and Electric (SDG&E), San Diego, CA
Construction Cost: $1.2M | Project Timeline: 01/2014-01/2015
Resident engineer for 1,500 square foot retaining wall project that was less than 25 feet away from live equipment inside of an active substation. Extensive coordination was required in order to plan for required outages throughout various stages of construction.

San Luis Rey Synchronous Condenser, San Diego Gas and Electric (SDG&E), Oceanside, CA
Construction Cost: $200M+ (Confidential) | Project Timeline: 08/2015-06/2018
Site development engineer for Design-Build project which included 42,000 cubic yards of mass grading, over 10,000 square feet of Verdura MSE Retaining walls, equipment foundations, equipment shelters, and storm drain improvements. Provided onsite quality assurance during the construction of both the GIS and SynCon buildings. Worked extensively with the contractor to help mitigate errors is the previously established baseline CPM schedule. Due to scheduling expertise, was able to show where logic ties were incorrect with the overall critical path of the project, which lead to the contractor extending work hours and bringing in additional crews in order to complete the project on time.

SONGS Erosion Repair Project, San Diego Gas and Electric (SDG&E), San Onofre, CA
Construction Cost: $500K (Confidential) | Project Timeline: 01/2016 – 05/2016
Project manager and resident engineer for emergency erosion repair project. Tasked to develop project scope, manage design drawings, and procurement of contract by an authorized SDG&E contractor. Worked with SDG&E environmental group to obtain environmental release as well as coordinated with South California Edison (SCE) to make sure work was completed in compliance with all the rules of their facility.

Talega Substation Improvements Project – Phase I, San Diego Gas and Electric (SDG&E), San Clemente, CA
Construction Cost: $1M (Confidential) | Project Timeline: 09/2015-01/2016
Resident engineer for improvement project that took place inside a live 230/138kV substation. Many aspects of the project were ultimately field designed due to the fact that the drawings were not 100% due to the need to start construction. Project started over a month late, but was ultimately completed by the originally needed in-service date due to extended hours and a close working relationship with the Contractor.

Caltrans, Project Cuesta Grade, San Luis Obispo, CA
Construction Cost: $12M | Project Timeline: 08/2001-06/2003
As inspector, provided construction inspection for Caltrans on all aspects of this project which included seven retaining walls totaling two miles in length (four MSE and three tieback), 450,000 cubic yards of earthwork, 80,000 tons of asphalt paving, pipe jacking, geogrid reinforcement fills, a box culvert with the dimensions of 3.0 meters x 3.0 meters x 87 meters. The project added two truck lanes while widening both the inside and outside shoulders of Highway 101 through a pass sloped at 7%. The western most lanes were built up nearly 50-feet using fill from cut slopes on the eastside of the highway. This fill was transported from one side of the freeway to the other using a temporary bridge conveyor system. The box culvert which ran underneath the highway doubled as a recreational bike trail. The construction project total was over $40 million. The project was given the Caltrans Excellence in Transportation Award for Rural Highway in 2004.

AIRPORT

Imperial County Airport Terminal Apron and Taxilane Rehabilitation, County of Imperial, Imperial, CA
Inspector | 2007

Provided inspection for 10,390 square yards of structural pavement removal and replacement. Project was completed in two phases, requiring coordination between the contractor and the Airport Authority.

Imperial County Airport Cargo Apron Construction, County of Imperial, Imperial, CA
Inspector | 2007
Provided inspection for 10,000 square yards of structural pavement and 750 square yards of structural concrete. Project also included 24" slotted drain pipe and other minor concrete work.

Imperial County Airport Pavement Preservation, County of Imperial, Imperial, CA
Inspector | 2007
Provided inspection for 145,000 linear feet of crack seal (¼" – 2"), 198,000 square yards of asphalt slurry seal, and 100,000 square feet of striping. Project required daily coordination between the contractor and Airport Authority due to multiple shutdowns of taxiways and runways.

WATER & SEWER INFRASTRUCTURE

Lower Ridge Reservoir, Hi-Desert Water District, Yucca Valley, CA
Construction Cost: $2.7M | Project Timeline: 2010
Resident engineer and inspector for project which replaced an existing 30,000 gallon structurally deficient tank with a new 250,000 gallon steel water storage reservoir. Site was located on an old fill slope and required a 30' over excavation to meet the geotechnical requirements for the tank foundation.

Lake Morena Oak Shores Water System Improvements, Lake Morena Water Company, Campo, CA
Construction Cost: $1.4M | Project Timeline: 02/2009-11/2010
Resident engineer and inspector for project which installed over 20,000 linear feet of 6" and 8" PVC pipe through paved streets and shoulders, removing deteriorating pipelines from backyards, and added 20 new fire hydrants throughout the town. Project also replaced an 80,000 gallon bolted steel storage tank and rehabilitated a 240,000 gallon tank. Successfully able to negotiate several change orders which allowed for the addition of nearly 2,000 linear feet of pipe while still being under the original contract bid price.

Mesa Verde Water System Improvements, Riverside County EDA, Mesa Verde, CA
Construction Cost: $1M | Project Timeline: 07/2007-03/2008
Resident engineer for project consisting of over 10,000 linear feet of pipe ranging in size from 8 to 12 inches throughout the town of Mesa Verde.

Ocotillo Water System Improvements, Coyote Valley Mutual Water District, Ocotillo, CA
Construction Cost: $700M | Project Timeline: 2008
Resident engineer and inspector for a project consisting of 5,500 linear feet of 10" pipe. Project included the erection of two 100,000 gallon tanks and foundations, as well as the demolition of an existing tank. Project was fully funded by USDA.

Palo Verde Water System Improvements, Palo Verde Water District, Palo Verde, CA
Construction Cost: $1.2M | Project Timeline: 2007
Resident engineer for project which included nearly 5,000 linear feet of 8" PVC, the installation of a new pump station, as well as various improvements to the existing water treatment plant.

Niland Collection System Improvements Project, Niland Water District, Niland, CA
Construction Cost: $700M | Project Timeline: 07/2010-05/2011

Resident engineer and inspector for sewer rehabilitation project which included CIPP installation, recoat manholes with mortar and epoxy, replacement of VCP with PVC lines, various treatment plant upgrades, and sludge removal of a treatment pond.

San Marcos Water Transmission Pipeline Replacement and Street Improvements, City of San Marcos, San Marcos, CA
Project Timeline: 2016
Construction inspector for a 27-inch steel cement mortar lined and coated potable water transmission pipeline replacement project. The pipeline is approximately 4,000 feet long within the right-of-way of San Marcos Boulevard in the City of San Marcos and included roadway widening after completion of the pipeline installation. The pipeline connection point was the SDCWA's Second Aqueduct.

CLAIMS

Santa Maria River Bridge – Caltrans District 5 Claims Analysis, Santa Maria, CA
Construction Cost: $1.7M Claim | Project Timeline: 07/2015 – 08/2015
As part of the claims analysis team, Tyson was responsible for reviewing the total cost claim submitted by the contractor to develop a Claim Findings report for Caltrans. He reviewed the project documentation including INOPC's, NOPC's, Supplemental NOPC's, baseline schedules, schedule updates, bid items, payroll registers, and project correspondence. He was also responsible for the write-up in relation to a number of issues in accordance with the Caltrans Construction Manual.

Hwy 246 Widening; SB-246-12.3/R16.7 – Caltrans District 5 Claims Analysis, Santa Maria, CA
Construction Cost: $1.5M Claim | Project Timeline: 07/2018 – 08/2018
As part of the claims analysis team, Tyson was responsible for reviewing various claims submitted by the contractor to develop a Claim Findings report for Caltrans. The majority of cost associated with the claims were due to impacts associated with nesting birds and other environmental related delays. He reviewed the project documentation including INOPC's, NOPC's, Supplemental NOPC's, baseline schedules, schedule updates, bid items, payroll registers, and project correspondence. He was also responsible for the write-up in relation to a number of issues in accordance with the Caltrans Construction Manual.

CONSTRUCTABILITY REVIEW

Monte Vista Grade Separation, San Bernardino County Transportation Authority, Montclair, CA
Construction Cost: $17.3M | Project Timeline: 01/2016 – 07/2016
Member of CM team responsible for the review the 90% drawing package. As constructability review, direct responsibilities included the review of the following sections: Civil Grading, Storm Drain, Roadway, Construction Staging, Traffic Control, and Striping. Nearly all comments provided were implemented as part of the final design drawings.



LUCAS RATHE, PE, QSD

CONSTRUCTION MANAGER

Lucas Rathe is a multi-disciplined resident engineer and project manager who possesses the experience, lessons learned, and communication skills to lead and manage any construction project. Lucas has managed a large variety of construction projects of various sizes and scopes. Regardless of the cost, scope or complexity, Lucas implements the fundamentals of construction management to maintain safety, quality, schedule and compliance on any project. These fundamentals are rooted in communication and decision making for what is best for the project to move forward to maintain schedule, reduce risk, and maintain budget.

Lucas' expertise is in federally funded transportation projects with Caltrans Local Assistance oversight. He understands that document control and following the process of the Local Assistance Procedures Manual (LAPM) or Caltrans Construction Manual is paramount for Caltrans or Local Agencies to maintain their level of funding. In addition, following the process of the LAPM ensures all aspects of the project are maintained and administered correctly. As a result, the quality of the final product complies with the specified standards and always meets or exceeds the expectations of the communities where the projects are built.

Education

Bachelor of Science, Civil Engineering, University of Pittsburgh, 2003 - 2007

Bachelor of Arts, Mathematics, Seton Hill University, 2003 - 2007

Licenses/Certifications

CA Professional Engineer No. 76273

Qualified SWPPP Developer No. 21590

Experience

Years' Experience: 16

Years with Anser: 9

Work History

Anser Advisory, LLC (formerly DHS Consulting, LLC), Construction Manager, 2014 to Current

SELECT PROJECT EXPERIENCE

County of San Diego, Gillespie Field Vehicle Service Road to West Transient Ramp
Construction Cost: $1.2M | January 2023 – June 2023 (estimated)
Lucas was the resident engineer of this FAA funded contract to construct a new 1,110 linear foot by 12-foot-wide vehicle service road (VSR) along Taxiway D. The VSR was supported by a 12-inch over excavated and recompacted subgrade, 6-inches of P-208 aggregate base, and 6-inches of hot mix asphalt with Recycled Aggregate Product (RAP). Other project elements included drainage upgrades, SWPPP, permanent erosion control, precast biofiltration, Portland Cement Concrete (PCC) apron paving, and new taxiway striping. As resident engineer, Lucas was responsible for the contractor's compliance with the Construction Safety and Phasing Plan (CSPP), coordination with Airport Operations, and general contract administration. The project overcame issues such as Burrowing Owl management, asbestos pipe remediation and necessary drainage and grade changes due to existing conditions as well as working along active hangers and taxiways.

City of Indio, Herbert Hoover Elementary School Pedestrian Improvement Project
Construction Cost: $5.5M | August 2022 – March 2023
Lucas was the resident engineer on this Caltrans Local Assistance project for the City of Indio. The project constructed nearly 4 miles of sidewalk behind existing curb and gutter and reconstructed 278 driveways to the city standard to tie into the new sidewalk as well as 64 new ADA curb ramps. The project also was responsible for relocating 269 water meters and 17 fire hydrants for the Indio Water Authority. As resident engineer, Lucas oversaw day to day administration of the contract but was mostly involved in the constant design changes due to unforeseen existing conditions to ensure proper slopes and ADA provisions were met. In addition, Lucas worked closely with public relations to quickly resolve resident issues or questions as part of the project.

Mission Springs Water District, Regional Water Reclamation Facility
Construction Cost: $41M | December 2021 – September 2023
Lucas is the resident engineer on this 1.5 million gallon per day (MGD) sequencing batch reactor (SBR) style wastewater treatment plant. Project elements include SBR Structure, headworks facility, lift station, prefabricated steel administration building and 4 acres of infiltration basins. In addition to contract administrative items, Lucas oversaw all design changes, schedule management, commissioning, testing and RFI and management of over 300 project structural, mechanical, and electrical submittals. Lucas helped resolve and project issues relating to a nesting burrowing owl, MCC delivery/procurement delays, and design conflicts in the plans.

City of Menifee, CIP 17-05 Citywide ADA and Pedestrian Safety Improvements
Construction Cost: $680k | April 2020 – July 2021
Project consisted of replacing existing pedestrian push buttons to APS and replacing existing pedestrian signal heads to countdown type at 47 intersections around the City. The scope of the project either creates or replaces new ADA compliant curb ramps at 11 locations around the city. As Resident Engineer, Lucas was responsible for the project coordination, project schedule, quality assurance, and administration per the Caltrans LAPM.

City of Menifee, CIP 16-08 Citywide Traffic Signal Project (EAST)
Construction Cost: $413k| November 2019 –June 2020
The Traffic Signal East project scope required the installation of series of wireless radios to existing traffic signal poles around the city. Each radio was connected directly with the controller at each intersection. The radios all communicated back to a main hub at the City Hall to create a Traffic Management Center. As Resident Engineer, Lucas was responsible for the project schedule, quality assurance, and administration per the Caltrans LAPM.

SANDAG, I-805 Transit Only Lane, San Diego, CA
Construction Cost: $3M | Project Timeline: September 2020 – April 2021
Lucas was Resident Engineer of the construction portion of this cooperative demonstration project between SANDAG, Caltrans, MTS, and CHP created a dedicated "Transit Only Lane (TOL)" for busses to reduce ridership times during heavy traffic congestion periods. MTS Rapid vehicles will utilize designated freeway shoulders/Transit Only Lanes when freeway speeds fall below 35mph. To achieve this, four interchanges along the NB 805, the project installed detection cameras and new traffic loops that communicate with the ramp metering system to notify drivers of oncoming busses using the TOL. Along the WB 94, 1600 feet of the existing Type 50 median barrier was replaced with a Type 60M barrier using a slip form machine. Additionally, 1.5 miles of shoulder asphalt was milled 0.15 feet and replaced with new asphalt. Additional work upgraded project signage, striping, pavement markings and communication devices.

RCTD, Avenue 66 Grade Separation Project, Mecca, Riverside, CA
Construction Cost: $36.8M | Project Timeline: October 2019 – April 2022
Lucas served as resident engineer on this $36.8M construction project. Lucas was responsible for the contract administration in accordance with Caltrans Local Assistance. He led a team of inspectors and subconsultants whose scopes are in the areas of material testing, source inspection, public outreach, and environmental compliance. The project constructed a grade separation bypass connecting SR-111 to Avenue 66 with a new 780 LF cast in place railroad grade separation bypass over UPRR, SR-111, and Hammond Road in the community of Mecca, California. Driven steel pile supports the abutment and bent footings. There is 1700 LF of MSE Wall to support the embankment to the abutments with a 4-month settlement period prior to wall construction. Other proposed improvements included construction of a new road with HMA and Class 2AB, construction of a 175 LF simple span cast-in-place bridge to cross CVWD's Lincoln Irrigation Channel, construction of Traffic Signals, Drainage Improvements and Relocate over 20 utilities for IID, CVWD, Kinder Morgan, Spectrum and Frontier. Other notable project elements included a $250k VECP, 2500 LF 30" CVWD domestic waterline, a 55-hour weekend closure to mitigate a maternity colony of bats, and coordination of IID relocation of transmission and distribution power.

Riverside County Transportation Department (RCTD), Scott Road Interchange Project, Menifee, CA
Construction Cost: $57.8M | Project Timeline: 11/2017 – 06/2020
Lucas was the resident engineer for the reconstruction of the existing Scott Road diamond interchange into a partial cloverleaf interchange configuration. Elements of this project includes: over 102,000 CY of excavation and 100,000 CY of import borrow, traffic control, SWPPP Risk Level 1, construction of a 6 lane x 350LF long cast in place bridge, demo of existing bridge and roadway elements, guardrail, JPCP pavements, highway lighting, landscaping and utility relocations. As resident engineer, Lucas was responsible for inspection, materials testing, source inspection, public

relations and environmental compliance. The project relocated SCE, EMWD, Frontier, and Spectrum utilities. The major project challenge was coordinating the required 6 traffic stage changes, night work, lane and ramp closures for the thousands of residents and college student who utilized the interchange daily. Lucas worked close with the City to ensure all project impacts were clearly communicated.

Riverside County Transportation Department (RCTD), Newport Road Interchange Project, Menifee, CA
Construction Cost: $42M | Project Timeline: 07/2014 - 06/2017
Lucas was the deputy resident engineer for reconstructing the existing Newport Road diamond interchange into a partial cloverleaf interchange configuration. He was also the project's utility contact and successfully oversaw the relocation of 9 separate utility facilities without any impact to the project's schedule. Lucas was responsible for leading a team of inspectors to ensure the public safety, QA/QC, environmental compliance and all other facets of the Project Specifications are met by the Contractor. To facilitate the construction of this Caltrans Local Assistance Project, the contractor had to build the work within eight individual traffic stages. Lucas' primary role in the project was constant coordination and communication during the stages of the work to the contractor, stakeholders and the public in order for the project to be built safely and minimize impacts to the community. The project consisted of reconstructing the existing Newport Road diamond interchange into a partial cloverleaf interchange configuration. The interchange's design includes bridge reconstruction and widening, concrete pavement, retaining walls and over 130,000 CY of import material.

RCTC, Mid County Parkway "Sweeney" Mitigation, Riverside, CA
Construction Cost: $1.8M | Project Timeline: 02/2019 – 12/2020
Lucas was the resident engineer of this $1.8M grading project that was a prerequisite for mitigating the larger Mid County Parkway improvement project. The goal of this this Risk Level 2 project was to turn an existing farmland into a thriving wetland for plant and animal habitat. The project excavated 250,000 CY of dirt on a 36 acre site, creating a basin to retain water when the San Jacinto River floods in the rainy season. Other project elements include fencing, SWPPP maintenance, hydroseeding, and plant establishment. Lucas oversaw all coordination in accordance with ACOE, Regional Water Quality Control Board and Riverside County Flood Control permit requirements. In addition, he coordinated tribal monitoring with 5 different tribes. Lucas led a team of inspectors, biologists, public outreach and Landscape Architects to successfully deliver this project to RCTC.

RCTD, Temescal Canyon Widening Project, Corona, CA
Construction Cost: $20M | Project Timeline: 05/2018 – 08/2018
As Lead Constructability Reviewer, Lucas worked closely with the County and Designer, MCM Civil, to develop a PS&E package for the project. Lucas developed staging plans for the project that focused on providing optimal construction with minimal traffic changes and provided a benefit to the Public at each stage change. Lucas also worked with SCE to plan out utility relocation specifications and utility drawings to the contractor to clearly identify quantity, scope and schedule of each relocated line. Lucas performed an independent cost estimate to compare to the Engineer's estimate. In addition, he put together a CPM schedule to determine working days and wrote specification language for multiple facets of the project to reduce risk to the County and encourage expedited schedule.

San Diego Trolley Inc. (MTS), Green Line Station Rehabilitation Project, San Diego, CA
Construction Cost: $2M | Project Timeline: 11/2017 – 09/2018
As resident engineer, Mr. Rathe managed the Contract and supervised inspection of the installation of 8 bus shelters and 23 trolley shelters of 5 stations along the Green Line. He administered the Job Order Contract (JOC) in accordance to the SANDAG/MTS construction manual. He reviewed submittals, approved progress payment, negotiated CCOs and managed a team of inspectors during the construction. Elements included, CIDH Piles, structural steel shop inspections, erection

of steel, roofing and finishes, electrical LED lighting, coordination with MTS facilities, Rail Road flagging and public safety.

SANDAG, Broadway Wye and Orange Line Maintenance Project, San Diego, CA
Construction Cost: $3.9M | Project Timeline: 04/2017-11/2018
The work consisted of upgrading portions of the Overhead Catenary System (OCS) on the San Diego Trolley, Inc. Light Rail Transit (LRT) system. The OCS work was located along the Orange and Green Lines from 12th & Imperial to Santee and from the Broadway Wye to Mission San Diego. The work consisted of the following: OCS Work: Replacing aging fiberglass strain insulators with porcelain Johnny Ball insulators, resetting balance weight heights per the setting chart, adding catch cables to balance weight assemblies, section insulator assemblies, fixed anchor assemblies, mid-point anchor assemblies, and in-span assemblies. The work also consists of checking the condition of existing balance weight pulleys, regreasing the bearings where possible, and replacing worn pulleys. As resident engineer, Lucas administered the contract under the SANDAG Construction Manual and oversaw contract schedule and budget, monthly quantities, ran weekly project meetings, reviewed submittals and RFIs, coordinated work between MTS and SANDAG, performed constructability reviews, and managed a group of inspectors and office staff to administer the project.

City of Menifee, Newport Road Rehabilitation Project, Menifee, CA
Construction Cost: $857K | Project Timeline: 11/2016 – 03/2017
This Federally Funded, Caltrans Local Assistance Oversight Project consisted of rehabilitating about 1.0 miles of an undivided arterial road. The project generally consisted of a 0"-2" edge grind and overlay with 2" rubberized asphalt concrete, crack filling, striping, detection loop replacement, installation of new bicycle loop detection, adjusting existing manholes and valves to grade and re-striping. Concrete repair work will include ADA ramp replacements, curb repairs, and cross gutter replacements. As deputy resident engineer, Lucas administered the contract under the Caltrans Local Assistance Procedures Manual. Materials testing for HMA/RHMA was done in accordance with the standard QA process of the Caltrans Standard Specifications, section 39. Responsibilities also included ensuring proper traffic control was maintained during the project, preparing monthly pay estimates, writing CCOs, CPM Scheduling Reviews, verifying ADA compliance.

County Wide Asphalt Concrete Overlay Project, County of San Diego, San Diego, CA
Construction Cost: $7.5M | Project Timeline: 12/2016 – 01/2017
As resident engineer, Mr. Rathe was responsible for the contract management and inspection oversight of this County of San Diego asphalt concrete resurfacing project. The work took place at varying locations in the County of San Diego. Items of work for the project include: cold in place recycling, digouts, tire rubber modified asphalt concrete, asphaltic emulsion fog sealing, adjust manhole and survey monument covers, rumble strip, paint traffic striping, thermoplastic pavement markings and concrete work. This project qualified for the CALRECYCLE grant funding program which required Mr. Rathe to ensure that the Contractor provided all supporting documentation and conformed to all the requirements of the program.

Rancho San Diego Pump Station, County of San Diego, San Diego, CA
Construction Cost: $1.8M | Project Timeline: 04/2018 - 09/2018
As resident engineer, Mr. Rathe oversaw all aspects of the construction of the 1MGD Pump Station including, site grading, Asphalt Concrete pavement, horizontal chopper pump installation, MCC and Switchgear installation, mechanical piping, commissioning and testing. Lucas administered the contract under the San Diego County Resident Engineer manual and was responsible for all aspects of job progress, safety, quality, punchlist, and job reporting. Lucas oversaw a group of inspectors and coordinated material testing and site survey utilizing the County's forces.

RCTD, 60% Constructability Review for Van Buren Blvd Improvements Project, Riverside, CA
Construction Cost: $10M | Project Timeline: 11/2016 - 12/2016

Riverside County Transportation Department (RCTD) assigned the 60% Constructability Review of the Van Buren Boulevard Widening and Improvements Project to Mr. Rathe as the lead constructability reviewer. This project is anticipated to cost approximately $10 Million. Mr. Rathe is also reviewing the anticipated construction schedule to determine working shifts and number of working days to accomplish the work. He is developing a schedule of activities to identify not only overall duration but the ideal time of year to perform the work in consideration of school traffic and holiday seasons.

Poseidon Resources, Carlsbad Desalination Project, Carlsbad, CA
Construction Cost: $500M EPC | Project Timeline: 05/2013 – 07/2014
As pump station construction manager, Mr. Rathe led a team of design engineers, field superintendents and construction labor throughout the design and construction of the 100 MGD Intake Pump Station. During the design phase, the team was able to reduce initial construction costs by $150,000 by value engineering the structure and challenging design assumptions. The team worked injury free and exceeded the project CPM schedule. Construction management decisions included, Sequencing of Work Schedule, Operation reviews to improve costs, specification reviews for quality and constructability, installation of 90'x90'x50' sheet pile shoring system, coordinated subcontractors, oversaw the design and construction of a 250ft x 72" Jack and Bore Pipeline, designed temporary construction devices (concrete formwork and falsework), and Installation of concrete structures, mechanical FRP piping, and 5kv vertical turbine pumps.

NRG Energy, Marsh Landing Generating Station, Antioch, CA
Construction Cost: $490M EPC | Project Timeline: 05/2011 – 05/2013
Provided start up services to the project from design throughout commissioning. As assistant start-up manager, Mr. Rathe reviewed P&ID and electrical one line drawings during the design phase to identify conflicts in the system where operation could be compromised due to improper pipe routing or wiring. While on site, he led a team of engineers and instrumentation, electrical, controls and mechanical contractors to commission the plant while maintaining project schedule and cost. Mr. Rathe developed written procedures to aid the start-up team and client to ensure a quality and reliable system. These procedures were developed based on performance criteria set forth by the client. During the commissioning process Mr. Rathe inspected the mechanical and electrical checkout per the developed procedures. Inspection included vibration testing, rotation verification, megger & hi-pot electrical checks, voltage and amperage checkout, transformer, breaker and switchgear checkout. Finally, Lucas ensured the commissioning data and testing results were properly documented and organized for turnover to the client.

Eastern Municipal Water District, Perris Valley Regional Water Reclamation Facility, Perris, CA
Construction Cost: $150M Bid-Build | Project Timeline: 06/2007 – 05/2011
As project engineer / field superintendent, Mr. Rathe inspected structural, mechanical and electrical work on multiple systems in the wastewater treatment process focusing on safety, schedule, quality and cost. Such systems included: Pump Stations, Headworks and Grit Facilities, Clarifiers, Electrical Buildings, Solids Handling Facilities, Digesters and Clarifiers. He also was responsible for the oversight of pre-commissioning activities which included: mechanical equipment checkout and alignment, electrical loop checks, instrumentation and equipment troubleshooting, valve operation and SCADA verification. Lucas's mechanical and electrical checkout inspections took place on the following types of equipment: Pumps (Centrifugal, Submersible, Vertical Turbine, Progressive Cavity, Chemical Metering, Chopper), Blowers, HVAC Units, Fans, Clarifiers, 12kv NG Generator, VFDs, 480V MCCs, Switchgear, DC Battery Backup, Valves, Flow meters, Boilers, and Air Compressors. Mr. Rathe also was in charge of maintaining day to day project controls such as: preparing and reviewing submittals to the client, pricing change orders, asking/responding to RFIs, reviewing project CPM schedules and monthly progress payments.

Resume

James E. Hudson
Rockwell Construction Services, LLC
President, Managing Partner
jim.hudson@rockwell-cs.com

EXPERIENCE SUMMARY

Jim co-founded Rockwell Construction Services (RCS) in September of 2006 after a 30-year career in electrical contracting. Jim is actively involved with oversight of all operations of the Company and has been involved with all Company projects to date. As of January 1, 2024, RCS has provided Electrical, Instrumentation/Control and SCADA construction management, oversight, and commissioning services on over 400 water/wastewater infrastructure projects. Jim has established long-standing relationships with many Municipalities, Engineers, and Construction Management firms during this time. Jim and the employees of RCS are focused on not only maintaining our great reputation but also improving our methods daily.

Mr. Hudson's career began in 1975 as an electrical apprentice working predominantly in the greenhouse industry with a focus on automation and control. In 1978 he became the first employee of Rockwell Electric, Inc. of Escondido, CA. and became the Vice President and Field Operations Manager a short time later. Jim was instrumental in building Rockwell Electric, Inc. into a large and well-respected organization servicing the Water/Wastewater industry. The company provided both electrical contracting capability as well as process control and system integration services for the water/wastewater construction and service industry.

Mr. Hudson left Rockwell Electric, Inc. in 1983 and was employed by Alyeska Pipeline Service Company as an Electrical, Instrumentation and Controls Inspector on the Alaska Pipeline. He returned to San Diego in 1984 and founded North Coast Electric. North Coast Electric also concentrated solely in the Water/Wastewater industry.

Jim returned to Rockwell Electric, Inc. in 1991 and resumed his position as Vice President/Field Operations Manager. He left in 2001 and became employed by Rock Electric, Inc. as the Vice President until the inception of Rockwell Construction Services in 2006. Rock Electric also became involved with Water/Wastewater projects at this time and executed many successful projects.

Areas of Expertise

All areas of expertise are in the field of Electrical, Instrumentation and Control

- Construction Management
- Project Management
- Constructability Reviews
- Engineering Assistance
- Change Order Pricing Review and Negotiations
- Record As-built Documentation
- Electrical, I&C, and SCADA Inspection
- Project Cost Estimation
- Field Instrumentation Measurement and Analytical Equipment
- Water/Wastewater Industry Processes and Control
- Client Training
- Startup and Commissioning Services
- Project Closeout Services
- Facility Assessments

The list of projects below is a sample of various Water/Wastewater Projects where RCS has provided Electrical and Instrumentation/Control Construction management, Oversight, and Startup Services over the course of the last 19 years. These facilities were often new, however, in many cases, included keeping an existing facility in operation while the new project was being integrated.

- **Olivenhain Municipal Water District – David C. McCollom Water Treatment Plant LT2 Upgrades (Olivenhain, CA)**
  - Performed construction management and engineering assistance on this major upgrade project. The $16 million project upgrades the facility to comply with the EPAs Long Term 2 (LT2) Enhanced Surface Water Treatment Rule. The project includes a new energy recovery facility including two new energy recovery turbines, new raw water eq. tanks, modifications to 13 membranes, new raw water eq. tanks, new backwash eq. basin and pump station, new strainers. Involvement with the instrumentation and controls design and participation in the startup and commissioning, as-built reviews and punchlist development/resolution.

- **Goleta Sanitary District – Wastewater Treatment Plant Upgrade (Goleta, CA).**
  - RCS provided Construction Management and inspection services on what is one of the most challenging electrical and instrumentation &

control projects we have encountered. The Goleta sewage treatment facility is an existing plant. This project includes not only major new construction of expanded process capabilities, but also a complete change-out of all the plant Electrical Switchgear and Motor Control Centers (MCCs). Detailed planning and coordination are of the utmost importance during phased cutover of process areas while maintaining a fully operational plant.

- **City of Oceanside – Water and Sewer Major SCADA Upgrades and Advanced Plant Automation (Oceanside, CA).**
  - This project included SCADA and automation upgrades at the Weese Water Filtration Plant, Mission Bay Groundwater Purification Facility, San Luis Rey Wastewater Treatment Plant, and 77 remote water and sewer remote facilities. Involvement includes installation inspection services, startup planning and schedule coordination, controls clarifications, local network communications integration coordination, SCADA coordination, and startup & commissioning services.

- **County of San Diego/Standard Pacific Homes – Harmony Grove Pump Station and Wastewater Treatment Plant (City of Escondido)**
  - This project consisted of a completely new Water Treatment/Reclamation Plant and new Sewer Lift Station. The new facilities are being built to provide sewer treatment for the Harmony Grove Village development in the County of San Diego. Involvement included development of system startup and closeout plan for both facilities, schedule coordination, controls clarifications, SCADA coordination, and startup & commissioning services.

- **County of San Diego – Jamacha Pump Station (Spring Valley, CA).**
  - The project included the demolition of the existing sewer pump station, construction of a new sewer pump station, including sewer bypass to allow the sewer pump station to always stay in continuous operation. Involvement included coordinating and conducting PLC and SCADA Standards meetings, coordination with County of SD regarding SCADA integration, startup & commissioning services, and final punch list preparation.

- **Padre Dam Municipal Water District – Advanced Water Purification Demonstration Project (Santee, CA).**
  - This is a demonstration project for an Advanced Water Purification (AWP) System. The AWP system consists of free chlorine contact system, MF System, RO System and UV Reactor system. Involvement included Factory Acceptance Test coordination and witnessing services, startup & commissioning services, and final punch list preparation.

- **City of Corona – Ion Exchange Treatment Plant (Corona, CA).**
  - This project consisted of a new water treatment plant building, including cartridge filters, perchlorate removal system, nitrate removal system, brine system, air compressors, and ammonia and sodium hypochlorite injection system. Involvement included development of loop drawings, development of system startup and closeout plan, schedule coordination, controls clarifications, local network communications integration coordination, SCADA coordination, and startup & commissioning services.

- **City of Corona – Water Reclamation Facility No. 2 (WRF2) Tertiary Filtration and WRF2 Headworks Upgrades (Corona, CA).**
  - The Tertiary project included 4MGD filter feed pumps, Granular Media Filtration System, air blowers, backwash supply pump station, backwash wastewater pump station, chemical facility, and Tertiary area generator and ATS. The Headworks Upgrades project included new bar screens, screenings wash press, bar screen inlet and outlet slide gates with DeviceNet controlled electric actuators, grit system blowers, grit classifier, and rewiring of the primary clarifiers. Involvement included startup planning and schedule coordination, controls clarifications, local network communications integration coordination, SCADA coordination, and startup & commissioning services.

- **City of Carlsbad – CMWD Water Recycling Facility Phase 3 Expansion Project (Carlsbad, CA).**
  - This project provided expansion of CMWD's recycled water program by the installation of a microfiltration system, to accommodate increasing demand for recycled water. The microfiltration system consists of secondary effluent feed pumps and booster pumps, three microfiltration trains, Clean-in-Place chemicals/tank/pumps, back pulse pumps, and chlorine contact tank expansion & instrumentation upgrade. Involvement includes startup planning and schedule coordination, SCADA coordination, and startup & commissioning services, O&M reviews, and closeout assistance.

- **City of Escondido – Escondido-Vista Water Treatment Plant Disinfection and Electrical System Upgrades (Escondido, CA).**
  - The project included installation of a new on-site sodium hypochlorite generation (OSG) system to replace the existing gaseous chlorine system for disinfection, installation of a new chlorine dioxide generation system to replace the existing system, and upgrades to the plant electrical systems including main switchgear, standby engine generators, and MCC's for new equipment. Involvement includes startup planning and schedule coordination, controls clarifications, SCADA coordination, and startup & commissioning services.

- **City of Carlsbad – Home Plant Sewer PS.**
- **City of Carlsbad - Terramar Sewer Lift Station.**
- **City of San Diego – Sewer Pump Station #92**
- **City of Huntington Beach – Algonquin Sewer PS.**
- **City of Huntington Beach – Trinidad Sewer PS.**
- **City of Huntington Beach – Warner Ave Gravity Sewer Lift Station**
- **San Elijo Joint Powers Authority – Solana Beach Pump Station 2013 Upgrades.**
- **City of Escondido – HARRF Influent Pump Station Replacement Project**
- **City of Escondido – HARRF Phase 2 Primary Treatment Building & Odor Control Modifications**
- **City of Corona – WRF2 Headworks Upgrades Project**

Resume

Thomas M. Klein, Principal
Rockwell Construction Services, LLC
Vice President
Senior Construction Services and Project Manager
thomas.klein@rockwell-cs.com

EDUCATION / REGISTRATION / LICENSES

- University of Wisconsin Parkside: Electrical Engineering, Applied Computer Science
- San Diego State University: Project Management Professional Certification
- University of California San Diego: Advanced Networking, Digital Logic
- Palomar College San Marcos, CA: Business Management

EXPERIENCE SUMMARY

Over 40 years of experience in Electrical, Instrumentation and Controls & SCADA system design, development and implementation and project/construction management. Projects primarily focused on Water / Wastewater industry. Mr. Klein has been involved in all aspects of control system development including feasibility studies, design, construction management, and field assistance including startup & commissioning, punch list resolution and final project acceptance, as well as post-acceptance support.

From 1987 to 2003 Mr. Klein was employed at Rockwell Electric, Inc. of Escondido, CA as the engineering manager. Mr. Klein's duties at Rockwell Electric included project design, project management, engineering/programming staff management, submittal preparation, UL508 Industrial Panel Shop oversight, factory testing, startup & commissioning services, O&M manuals preparation, training, and closeout activities.

From 2003-2009 Mr. Klein was employed at CyberNet Consulting Services. Mr. Klein was a senior engineer at CyberNet Consulting Services and was involved in design, construction management, and startup & commissioning activities primarily related to I&C and SCADA projects.

In 2009, Mr. Klein joined the Rockwell Construction Services, LLC (RCS) team as a principal. Mr. Klein's duties at RCS are design, design "constructability" review, change order evaluation, project schedule review and coordination, Electrical and I&C project inspection and quality assurance, testing and startup & commissioning services, and existing site investigation and evaluation. Mr. Klein also provides expertise in PLC's/RTU's, HMI's, communications and networking, and SCADA.

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

The services shall be completed within the durations specified below, beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Project Duration	Not to Exceed Fee	P. O. Number
-	0	On-Call Project Management (CM&I) Services	3 years	$600,000	
1.0	1.0				
2.0	2.0				
				$600,000	

EXHIBIT "C"
COMPENSATION

EXHIBIT "C"
COMPENSATION

Date: 2/2/2024

ANSER ADVISORY
Part of Accenture

PM1

Labor	Consultants' staff working onsite utilizing City office space, equipment, and materials		Consultants working offsite in Consultant's home or field office	
Staff Category	**Billing Rate**	**Overtime Rate**	**Billing Rate**	**Overtime Rate**
Principal	$285.00		$285.00	
Project Manager, Supervising	$255.00		$255.00	
Project Manager, Senior	$225.00		$225.00	
Project Manager, Associate	$200.00		$200.00	
Project Manager, II	$175.00		$175.00	
Project Manager Manager, I	$145.00		$145.00	
Technical Expert (claims, scheduler, estimating)	$245.00		$245.00	
Construction Manager, Supervising	$255.00		$255.00	
Construction Manager, Senior	$225.00		$225.00	
Construction Manager, Associate	$200.00		$200.00	
Construction Manager, II	$175.00		$175.00	
Construction Manager, I	$145.00		$145.00	
Inspector (Prevailing Wage)	$205.00	$266.50	$205.00	$266.50
Inspector, Senior	$195.00	$253.50	$195.00	$253.50
Inspector	$180.00	$234.00	$180.00	$234.00
Scheduler, Senior	$195.00		$195.00	
Scheduler, Associate	$150.00		$150.00	
Scheduler, Junior	$125.00		$125.00	
Estimator, Senior	$195.00		$195.00	
Estimator, Associate	$150.00		$150.00	
Estimator, Junior	$125.00		$125.00	
Admin	$95.00		$95.00	
Admin, Senior	$115.00		$115.00	
Labor Compliance Manager	$135.00		$135.00	
Labor Compliance Analyst	$105.00		$105.00	
Labor Compliance Analyst	$105.00		$105.00	

RATE SCHEDULE

TASK	HOURLY RATE
Standard Professional Services (All Activities)	$195

This Rate Sheet is effective beginning January 1, 2024 through December 31, 2026 or, 3-years from the contract date of a particular project where this has been submitted as the identification of rates to be held for the project duration.

1. All effort expended will be billed at the standard rate listed above.
2. Overtime work above 8 hours per day will be charged at $390 per hour.
3. Any project that is over a 100 mi (round trip) from San Marcos, CA will be billed based on a 4-hour minimum related to field activities.
4. Drive time not included in the 4-hour minimum above, will be billed at an hourly rate of $97.50 per hr.
5. The above rates are all inclusive and include overhead.

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennis Mejia Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

SUBJECT: **A CONTINGENCY INCREASE TO THE CONSTRUCTION CONTRACT WITH JAMES FOWLER CO. AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PETRA GEOSCIENCES INC. FOR GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR UT1046 SAN ANTONIO TRANSMISSION WATER MAIN PHASE 2 PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Approve and authorize the City Manager, or designee, to increase the Construction Contract contingency with James Fowler Co., of Dallas, Oregon, in the amount of $399,763, increasing the overall construction contingency from 10% ($799,526) to 15% ($1,199,288), for a new total not-to-exceed contract authorization of $9,194,544.
B. Approve and authorize the City Manager, or designee, to execute Amendment No. 1 to the Professional Services Agreement with Petra Geosciences, Inc., of Costa Mesa, California, to amend the Agreement by $241,269 for a new total not-to-exceed amount of $498,444, and a term from October 29, 2022, to September 30, 2024.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed contingency increase to the Construction Contract with James W. Fowler is $399,763. This action would increase the original approved contingency amount from 10% ($799,526) to 15% ($1,199,288). The Original Contract was approved for $7,995,255, plus a 10% contingency of $799,526, for a total not-to-exceed amount of $8,794,781. With the proposed change, the total not-to-exceed Contract amount would increase to a new not-to-exceed contract authorization of $9,194,544.

Proposed Amendment No. 1 to Petra Geosciences, Inc., is for $241,269 for a new total not-to-

Proposed Amendment No. 1 to Petra Geosciences, Inc., is for $241,269 for a new total not to exceed amount of $498,444. The total cost for the recommended action amounts to $641,032.

The Fiscal Year 2023-24 Budget includes appropriations from the Water Capital Fund and Old Model Colony (OMC) Regional Water Development Impact Fee (DIF) Fund for this project. The Water Capital Fund provides 25% of the funding for this project and the OMC Regional Water Development DIF Fund will provide 75% of the funding (Capital Improvement Project No. WA1401 and DIF Project No. WT04). There is no impact on the General Fund.

BACKGROUND & ANALYSIS: The Contracts were approved by City Council on September 20, 2022. The project includes upsizing the existing 18-inch diameter transmission main connecting a 20-million-gallon (MG) reservoir and a 2 MG reservoir, located at Fern Reservoir Park in the City of Upland, which serves the northern part of the City of Ontario. The work under the project consists of installation of approximately 1,490 linear feet of 30-inch & 36-inch diameter potable water transmission main along 8th Street, between San Antonio Avenue and the City owned reservoirs, installation of appurtenances, connections to the reservoir outlet pipe and the Phase-1 30-inch main on San Antonio Avenue, and pavement and striping restoration (See Exhibit A).

This work upgrades aging pipelines serving City of Ontario customers to maintain the reliability of water services to portions of the northernmost Ontario community and improves service pressure and fire flow availability. Improvements were prioritized based on capacity deficiencies, condition assessments, and current level of maintenance activities. Most of the work has been completed.

Due to unanticipated subsurface conditions and work required to mitigate encountered unstable soil conditions and substructures, there is a need to increase the cost of the Construction Contract contingency to cover overall mitigation measures in the amount of $399,763 and added geotechnical and material testing professional services work in the amount of $241,269. Efforts to safely and quickly minimize the impacts of construction on City of Upland residences and local traffic flow were a priority and reasonable mitigation measures were executed.

The depth of the new pipe, predominantly 20-feet to 35-feet below the surface, and soil containing many large cobblestones complicated the progress of work and required soil stabilizing measures and greater excavation support than originally anticipated. Actual soil conditions required approximately double the volume of stabilizing grout than was reasonably estimated during design. Additionally, existing storm drain structures in the stabilization area were larger than indicated on record drawings. To stabilize the material under the structures, an alternate grouting technique was added to the scope of work. Finally, inoperable water valves in the existing water system required additional excavation and replacements to support the planned work.

The Professional Services Agreement with Petra provided expert oversight and compaction testing of tunneling, soil stabilization, and pipeline installation. During construction, existing utilities were found to obstruct a greater extent of the project site than was discovered during records research and potholing investigations. Adjustments in the work approach and additional efforts were needed to safely stabilize the existing soil throughout the duration of the project. Progress during pipeline installation was also slowed by the contractor's need to modify the sequence of work to

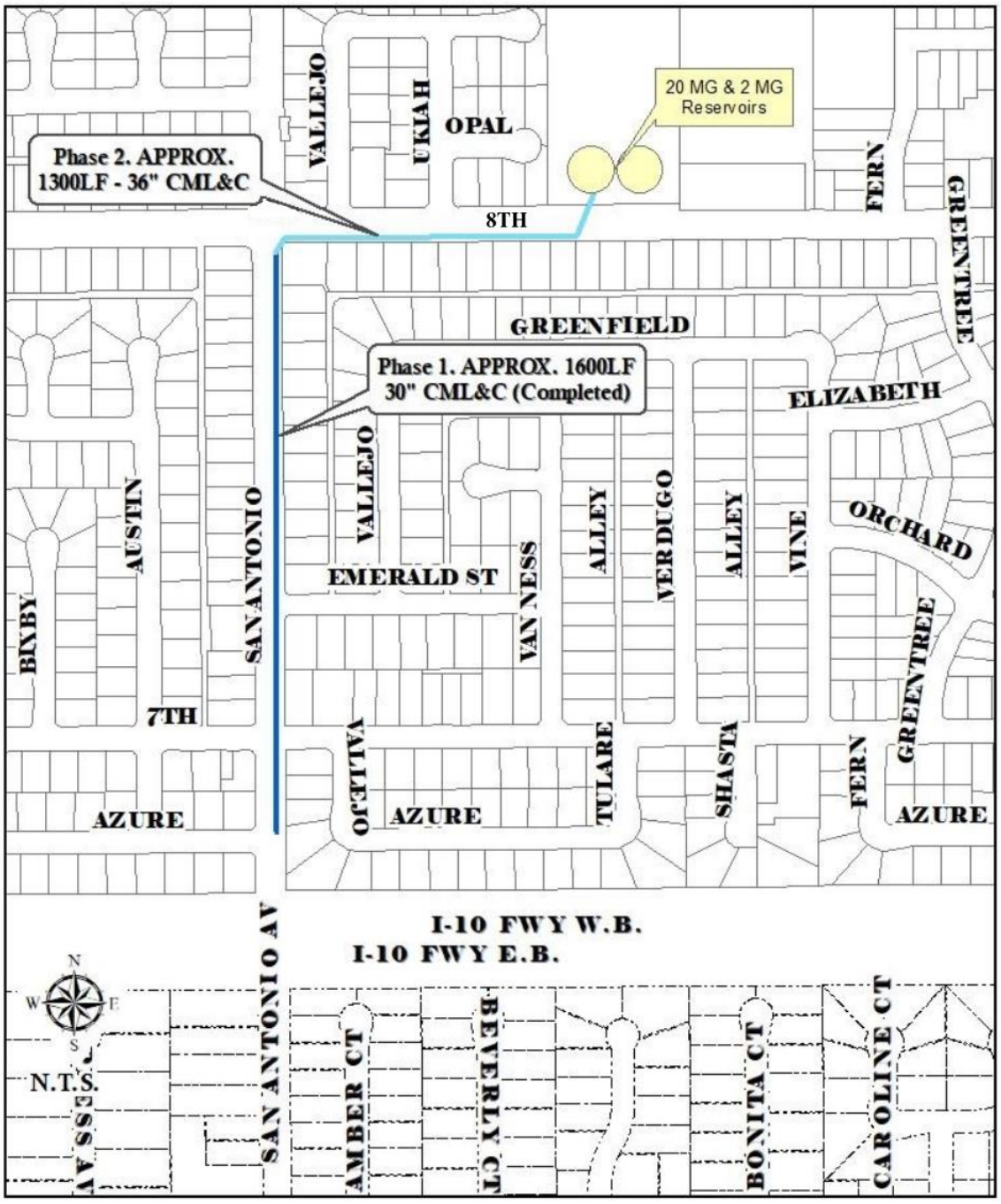
accommodate site conditions and deviations in location of existing utilities. These factors all resulted in much greater levels of necessary work to conduct soil remediation, pipe installation, and compaction oversight.

EXHIBIT A

Location Map

ONTARIO MUNICIPAL UTILITIES COMPANY

UT1046 SAN ANTONIO AVENUE WATER TRANSMISSION MAIN - 8TH STREET PHASE 2



CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PETRA GEOSCIENCES, INC.

1. Parties and Date.

This **Amendment No. 1** to the Agreement (as defined herein) is made and entered into as of this ____ day of _____, 2024, by and between the City of Ontario ("City") and **Petra Geosciences, Inc., a California Corporation** with its principal place of business at **3186 Airway Avenue, Suite K, Costa Mesa, CA 92626** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated September 20, 2022 ("Agreement") for the purpose of retaining the services of CONSULTANT to provide geotechnical testing and inspection services for the San Antonio Transmission Water Main – 8th Street Project, UT 1046.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services and increase the compensation amount by **Two Hundred Forty One Thousand Two Hundred Sixty Nine Dollars ($241,269)** for a total not-to-exceed compensation amount of **Four Hundred Ninety Eight Thousand Four Hundred Forty Four Dollars ($498,444)** for the **San Antonio Transmission Water Main – 8th Street Project, UT 1046**. This increase in compensation is for unanticipated factors that led to unplanned effort on scope of work items listed in the attached Consultant's Proposal titled "Second Revised Request for Amendment to Existing Agreement (Amendment Request No. 1) for Additional Geotechnical Oversight Services During Construction and Materials Testing, OMUC Contract No. 1046, San Antonio Transmission Water Main – 8th Street (San Antonio to Eighth) Phase 2, City of Ontario, California" and dated March 29, 2024.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.2.4 of the Agreement.

3. Additional Work (Term).

3.1 Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term.

The term of this Agreement shall be from **October 29, 2022 to September 30, 2024**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extent the term of this Agreement if necessary to complete the Services.

3.2 Section 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

3.2.1 Compensation.

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Ninety Eight Thousand Four Hundred Forty Four Dollars ($498,444)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.5 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PETRA GEOSCIENCES, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Burton
Utilities General Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

PETRA GEOSCIENCES, INC.

If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 22

SUBJECT: A MAINTENANCE SERVICES AGREEMENT WITH UBICQUIA, INC., FOR SMART CITY STREETLIGHT CONTROL SYSTEM SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a Maintenance Services Agreement with Ubicquia, Inc., of Fort Lauderdale, Florida, to provide Smart Streetlight Monitoring Software and Data Retention Services for a total contract amount not-to-exceed $470,000 for up to five (5) years.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended contract award to Ubicquia, Inc., is for $94,000 annually for a total not-to-exceed contract amount of $470,000 over the five-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed for Smart City Streetlight Control System Services.

BACKGROUND & ANALYSIS: The Municipal Services Department is responsible for the maintenance and repairs of 12,507 City-owned streetlights. On July 21, 2019, the City Council approved an Energy Services Contract with Climatec, LLC that included the conversion of City Streetlights to Light-Emitting Diode (LED) lights and the installation of the Smart City Control System with Ubicquia, Inc. The Climatec, LLC contract included the installation of the LED lights and smart nodes on the streetlights, and a 3-year connectivity and data retention with Ubicquia, Inc. The City has saved $1,326,288 in streetlight electricity costs with the conversion to LED lights and $528,000 with Yunex, Inc., by the elimination of night light surveys that were discontinued with the implementation of Ubicquia's Smart City Streetlight Control System. Staff recommends awarding the Maintenance Services Agreement to Ubicquia, Inc. to allow access to view real-time streetlight information; improving the response time to the maintenance and repairs of City streetlights.

Quote

ubicquia
simply connected simply smart

Ubicquia, Inc.
401 E Las Olas Blvd Suite 1750
Fort Lauderdale, FL 33301 USA
(321) 236-9404
ubicquia.com

Bill To
City of Ontario, CA
303 E B St
Ontario CA 91764-4196
US

Ship To
City of Ontario, CA
303 E B St
Ontario CA 91764-4196
US

Estimate #	Q-05211
Date	12/19/2023 3:25 PM
Expires	3/18/2024
Sales Rep	MeghanLanagan
Partner	
Shipping Method	
Payment Terms	Net 30
Memo	Renewal for UBSO2072 (1), UBSO843 (12,500), UBSO1517 (5), UBSO2414 (5)

End Customer : City of Ontario, CA

Recurring

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	TOTAL PRICE
12,507	5YR-SAAS-UBICELL	5 Year UbiVu - Connectivity not included	$16.67	0.00	$208,491.69
12,507	5YR-DATA-UBICELL	5 Year Connectivity - Ubivu not included	$20.83	0.00	$260,520.81
				Recurring TOTAL:	$469,012.50

Hardware Replacement via RMA process
Ubicell and Server Software updates with notifications
Digital Support: Knowbased access and downloads

Est. Sales Tax	$0.00
Est. Shipping Cost*	$0.00
Total $	$469,012.50

All our sales are subject to our standard Terms & Conditions of Sale

*Shipping costs are estimates only and subject to change

STANDARD TERMS AND CONDITIONS OF SALE

1. Applicability.
These Terms and Conditions of Sale ("Terms") apply to the purchase of Seller's products and services (collectively the "Products"). As used herein: (1) "Seller" means Ubicquia, Inc., its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders, employees and contractors; (2) "Buyer" means the purchasing individual or entity as identified in the Sales Order; and (3) "Purchase Order" means the purchase order, electronic order or any other order submitted by Buyer. By submitting a Purchase Order, Buyer accepts and agrees to be bound by these Term sin their entirety. These Terms and the sales order issued by Seller in response to Buyer's Purchase Order (the "Sales Order") comprise the entire agreement between the Buyer and Seller (collectively the "Agreement"). This Agreement shall take precedence over any terms and conditions contained in Buyer's Purchase Order or other similar form or in any documentation incorporated by reference in Buyer's Purchase Order. No other terms, conditions or warranties shall be valid if not included in this Agreement, and no other agreement or understanding, oral or written, in any way purporting to modify this Agreement shall be binding on Seller. Neither Seller's subsequent lack of objection to any terms, nor the delivery of the Products, shall constitute an agreement by Seller to any terms inconsistent with this Agreement. In the event of any conflicting terms between these Terms and the Sales Order, the terms of the Sales Order shall prevail.

2. Orders. Acceptance of any Purchase Order is subject to credit approval by Seller and acceptance of the Purchase Order by Seller. No Purchase Order, whether or not submitted in response to a quotation by Seller, shall be binding upon Seller until Seller has accepted such Purchase Order by issuing a Sales Order. Purchase Orders must be signed by a duly authorized representative of Buyer and shall be sent to Seller's appointed representative. Provided the Purchase Order is acceptable, Seller will issue a Sales Order within seven (7) calendar days from receipt of the Purchase Order. Notwithstanding any dates specified in a Purchase Order, all purchase orders are subject to Seller's standard lead-times then in effect.

3. Price. The prices of the Products (including any discounts) are those prices specified in the Sales Order. Price quotations shall automatically expire in ninety (90) calendar days from the date issued, or as otherwise stated in the quotation. Unless provided otherwise, all currency stated shall be in U.S. Dollars. All prices are exclusive of any freight, shipping and handling, insurance, federal, state or local taxes, fees and duties, or any other similar amounts, all of which shall be at Buyer's exclusive cost. To the extent shipping costs are provided in a quote or Sales Order, such prices are estimates only and subject to change until date of shipment. Any shipping costs are based on single shipment. Any taxes, including without limitation sales, use or similar tax applicable to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the tax and any penalties and interest related thereto.

4. Payment Terms. Unless provided otherwise in the Sales Order, a fifty percent (50%) deposit (as specified in the Sales Order) is due within thirty (30) calendar days from issuance of the Sales Order. The remaining balance is due within thirty (30) calendar days from issuance of Seller's final invoice, which shall be issued upon shipping. Such invoice will include any unbilled amounts, including without limitation, costs listed in Section 3 above. Payments shall not be subject to offset or setoff. Acceptance of partial payment by Seller shall not be a waiver of the right to be paid the remainder due. If Seller, in its sole discretion, determines that Buyer's ability to pay or credit becomes unsatisfactory or it has reasonable grounds for to be insecure as to payment, Seller reserves the right upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this Agreement with no liability to Seller. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend shipment of any Products until any past due amounts are received. Seller reserves the right to charge interest on all overdue accounts from the payment due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, plus all costs associated with the collection of such overdue accounts (including, without limitation, attorneys' fees). Seller shall have, and Buyer hereby grants to Seller, a security interest in all Products and all proceeds therefrom until such time as the entire purchase price is paid in full to Seller.

5. Cancellation. Once shipped, all sales are final and subject to Seller's Warranty, return and exchange policies. Buyer may cancel an order without any penalty within two (2) business days of placing a Purchase Order (the "Grace Period"). Any order cancelled after the Grace Period shall be subject to the following cancellation and restocking fee: (i) 50% of the deposit for any orders cancelled within four (4) weeks after the Grace Period; and (ii) 100% of the deposit for any order cancelled after four (4) weeks from the Grace Period and up to ten (10) calendar days from the expected shipping date. No cancellation will be allowed any time after ten (10) calendar days prior to the expected shipping date. Notwithstanding the foregoing, Buyer shall remain liable for any cost and out-of-pocket expenses incurred by Seller due to the cancellation.

6. Equal Functionality. While Seller intends to provide parts in accordance with original design requirements, Seller reserves the right to make part or product substitutions, provided that such substituted part or product has equal functionality as the item it replaces.

7. Delivery & Title. All deliveries shall be Ex Works (Incoterms 2010) Seller (or Seller agent/manufacturer) plant or warehouse. Subject to Seller's security interest pursuant to Section 4 hereunder, title and risk of loss shall transfer to Buyer upon delivery, which shall be deemed to occur upon tendering of the Products to the carrier. Shipping dates will be specified by Seller in Sales Order and are subject to Seller's current shipping schedule. Shipping dates are estimates only and shall not constitute a binding commitment on Seller's part. Seller shall not be liable for any loss, damages or penalty resulting from any delayed shipment or for failure to perform due to causes beyond the reasonable control of Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an order does not entitle Buyer to cancel other ordered Products except as pursuant to terms of the cancellation policy stated in Section 5 above. Unless specified otherwise in the Sales Order, Buyer is responsible for all shipping and handling, and insurance costs. Buyer is liable for any cost and out-of-pocket expenses incurred by Seller as a result of delayed shipment attributable in whole or in part to Buyer. Buyer must request any delay of shipment in writing. Any request to delay a shipment beyond thirty (30) days must be pre-approved in writing by Seller and may result in additional storage fees.

8. Intellectual Property. Buyer acknowledges and agrees that Seller has and retains an interest in certain "Intellectual Property" associated with the Product(s), which Intellectual Property may include or, as the case may be, take one or more forms of: inventions, information, technical data and/or drawings, copyrights and applications therefore, patents and applications therefore, trademarks and applications therefore, knowhow, trade secrets, and other related tangible and intangible intellectual property and proprietary rights throughout the world. All right, title and interest to said Intellectual Property remains with Seller unless otherwise affirmatively and expressly granted to another entity in writing in another agreement, and Buyer agrees it shall not, and it shall not attempt to, and it shall not direct or permit anyone else to, and it shall not direct or permit anyone else to attempt to, directly or indirectly: (i) copy, reverse engineer, decompile, translate, decrypt, disassemble, or circumvent any of the Product(s) or parts thereof; (ii) modify, adapt, or create derivative works of the Product(s) or documentation; (iii) remove, modify or conceal any product identification, copyright, confidential, proprietary or intellectual property notices or other marks; (iv) use the Product(s) in violation of any third party rights, or any local, state, national, or international law, rule or regulation; or (v) directly or indirectly violate or infringe any patent, license or other right of Seller pertaining to any of said Product(s).

9. Services. All Services are provided subject to Seller's standard Terms of Services located at https://www.ubicquia.com/sites/default/files/Ubicquia-Terms-of-Services.pdf, the terms of which are incorporated herein by reference as if fully set forth herein. Additional agreements may be executed between the parties. In the event of any conflict between these Terms and the terms of Terms of Services, the terms of the Terms of Services shall prevail.

10. SIM Card; Connectivity & Data Usage. To the extent that Buyer is supplying SIM cards for use with the Products, Seller's standard lead time will begin upon receipt of such SIMs by or on behalf of Buyer. Any delay in Seller's receipt of the SIM cards will result in delayed shipment of the Products. Seller shall not be responsible or liable for any costs or otherwise associated with any services or SIM cards provided by Buyer's mobile carrier. Each of Seller's products and services are programed to establish standard connectivity and regular node check-ins("Standard Usage"). Buyer acknowledges and agrees that any changes to the Standard Usage made by or at the direction of Buyer, or the use of additional sensors or third party applications may increase airtime and result in data overages and/or additional fees.

11. Limited Warranty & RMA. Product warranties are available at https://www.ubicquia.com/sites/default/files/Ubicquia-Warranty-Policy.pdf. Prior to accepting any warranty claim, Seller reserves the right to determine if the reported problem is hardware, power or network related. Buyer may not return any Products, under warranty claim or otherwise, without first reporting to Seller the reasons for such return and obtaining Seller's prior approval therefor, and then observing such reasonable instructions as Seller may give in authorizing any return. All claims must be sent to support@ubicquia.com. Defective Products must be returned to Seller within 30 days from a warranty claim. To the extent a Product is eligible for warranty repair or replacement,

Seller shall be responsible for shipping and handling fees associated with any such Product; otherwise, Buyer is responsible for risk of loss, shipping and handling fees associated with any returned Products. Buyer shall be solely responsible and liable for the removal of the malfunctioning Product and installation of the replacement unit. SELLER DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SELLER'S PRODUCTS OR SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES. BUYER ACKNOWLEDGES THAT (A) NEITHER SELLER NOR SELLER'S THIRD- PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING THE INTERNET, AND (B) SELLER'S PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATION FACILITIES. SELLER'S AND SELLER'S THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, DELIVERY FAILURES, DATA LOSS, LOSS OF PROFIT, LOSS OF USE OR OTHER DAMAGE RESULTING FROM ANY OF THE FOREGOING AND FROM ANY ACTS OF GOD. IN ADDITION, SELLER DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED.

12. Indemnification. Buyer will defend, indemnify, and hold harmless Seller from and against any losses, expenses (including reasonable attorneys' fees), claims and liability arising out of or occurring in connection with (i) the gross negligence or willful misconduct of Buyer, its employees or agents; (ii) any misuse or unauthorized modification of the Product(s) by Buyer, its employees or agents; (iii) any act (or failure to act) by Buyer, its employees or agents in contravention of any safety procedures or instructions provided by Seller; or (iv) the failure to store, install, operate, or maintain the Product(s) in accordance with Seller's instructions. Seller will defend, indemnify, and hold harmless Buyer from and against any losses, expenses (including reasonable attorneys' fees), claims and liability arising out of or occurring in connection with the gross negligence or willful misconduct of Seller.

13. Service & Support. All service and support requests shall be sent to support@ubicquia.com.

14. Confidentiality. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, designs, plans, drawings, pricing, discounts or rebates, data, and other documents Seller discloses to Buyer, whether in writing or orally, electronically or other form or media and regardless whether marked, designated or otherwise identified as "confidential," or "proprietary," in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Buyer will promptly return, upon Seller's request, or destroy, upon Seller's request, all documents and other materials received from Seller. Seller will be entitled to injunctive relief for any violation of this Section 15, without having to post bond or establish the insufficiency of a remedy at law. This Section does not apply to any information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Limitation of Liability. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOST GOODWILL, COST OF PURCHASED OR REPLACEMENT PRODUCTS, CLAIMS FOR SERVICE INTERRUPTIONS, IMPAIRMENT OF OTHER ASSETS, OR OTHERWISE, AND IRRESPECTIVE OF THE NATURE OF THE CLAIMWHETHER INCONTRACT, TORT, WARRANTY, OROTHERWISE. TOTHE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM.

16. Governing Law. This Agreement shall be governed by the laws of the State of Florida (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods, and any rules of private international law or the conflict of laws that would lead to the application of any other laws). Any dispute arising under or relating to the Agreement or the transactions contemplated therein shall be litigated in the state or federal courts of Broward County, Florida. Buyer voluntarily and irrevocably submits to the jurisdiction of such courts in any action or proceeding and hereby waives any objection it may now or hereafter have to venue or to convenience of forum. Buyer and Seller hereby knowingly and willingly waive their right to trial by jury.

17. Trade Compliance. Seller's Products and technology are subject to U.S. and local export control laws and regulations. Buyer agrees to ascertain and comply with all applicable export and re-export laws and regulations, including without limitation any U.S. export and re-export controls and economic sanctions, regulations and restrictions. In addition, Buyer will review and comply with any applicable national export compliance laws and regulations in Buyer's home country that may impact the importation of the sale of the Products to Buyer. Buyer shall obtain all permits, authorizations or licenses necessary to perform its obligations hereunder. Customs duties, taxes, tariffs, import fees, premiums or other surcharges (if any) shall be paid by Buyer.

18. Force Majeure. Seller shall not be liable for any default or delay in performance if caused directly or indirectly by acts of God, war, force or arms, riots, revolution, strikes, labor disputes, sabotage, civil commotion, pandemic, national health crisis, fire, flood, assertions by third parties of infringement claims, late or non-delivery by suppliers to Seller, lack of adequate production capacity, failure or delay in plant startup, breakdown of machinery or shortages of raw materials, power, or equipment, local, federal, or foreign governmental prohibitions or limitations on performance, and all other contingencies beyond the reasonable control of Seller which render performance commercially impracticable.

19. Miscellaneous.

a. Independent Contractors. Nothing contained herein shall create a partnership, joint venture or other relationship. Neither Buyer or Seller shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

b. Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

c. Assignment. Neither this Agreement nor any right or obligation under this Agreement may be assigned by a party without the other's prior written consent, such consent not to be unreasonably withheld or delayed. Any attempted assignment shall be void and of no effect. Notwithstanding the foregoing, Seller may freely assign this Agreement or any of its rights or obligations to any corporation, firm, company or other entity that directly or indirectly controls, or is controlled by, or is under common control with Seller.

d. Notices. All notices shall be in writing and to the addresses set in the sale order. Notices shall be deemed to have been given (i) one day after deposit with a commercial overnight express courier, or (ii) 5 days for international express courier with written verification of receipt.

e. Survival. Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of this Agreement will continue in full force and effect after such termination, expiry or completion.

f. Entire Agreement. This Agreement shall constitute the entire agreement between the parties, and no other terms and conditions, whether oral or written, shall have any force and effect unless agreed to in writing by Seller.

g. Amendment. These Terms may be amended or supplemented only by a separate, signed agreement expressly amending or supplementing one or more of these terms and conditions and signed by a duly authorized representative of Seller and Buyer.

DocuSign Envelope ID: 61EB5EBF-EC76-4DF5-88E1-A924479BED2D

ubicquia simply connected simply smart.

April 15, 2024

CITY OF ONTARIO
Public Works Agency
1333 S Bon View Avenue
Ontario CA 91761
Attn: Manuel Rebolledo
MRebolledo@ontarioca.gov

VIA EMAIL

Re: Sole Source Letter

Dear Manuel,

This letter shall confirm that Ubicquia, Inc. ("**Ubicquia**") has developed and exclusively maintains, manages, operates, runs, and provides its UbiVu® cloud-based monitoring and asset management platform under a Software-as-a-Service (SaaS) model for use with Ubicquia's lines of smart city and smart grid products, including the UbiCell® networked lighting controller.

The UbiVu platform is proprietary to Ubicquia, hosted exclusively by Ubicquia, and the only existing system enabling end users of Ubicquia® products to access all data input, data output, data storage, and data processing services provided by Ubicquia in connection with such products. There are no other like services available to purchase that would serve the same purpose or function.

Should you have any questions regarding this letter, the UbiVu platform, or Ubicquia's products, please do not hesitate to contact me at any time, or visit our website at www.ubicquia.com.

Thank you for your interest in our products and services.

Sincerely,

DocuSigned by:
Kyle Brown
Kyle Brown

SVP Sales and Channels
919-270-6055
kbrown@ubicquia.com

401 East Las Olas, Suite 800
Fort Lauderdale, FL 33301
legal@ubicquia.com

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Nereida Medrano Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 23

SUBJECT: **AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH CALIFORNIA PPE RECON. INC. FOR RENTAL AND MAINTENANCE OF PERSONAL PROTECTIVE EQUIPMENT FOR THE ONTARIO FIRE DEPARTMENT**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Goods and Services Agreement with California PPE Recon. Inc., of Riverside, California for rental and maintenance of personal protective equipment (PPE) to increase the current contract by $85,000, plus a 10% contingency for a new not to exceed amount of $247,500 per contract year, for a total contract amount not to exceed $1,237,500

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the General Fund for the rental and maintenance of PPE within the Fire Department operating budget. The recommended Amendment would increase the existing Agreement to $225,000 per year plus a 10% contingency of $112,500 for a total contract amount over a five-year period, not-to-exceed $1,237,500. If approved, appropriations will be included in future annual budgets to City Council for approval as needed for PPE.

BACKGROUND & ANALYSIS: The Ontario Fire Department has a longstanding commitment to the safety of its firefighters, consistently striving to meet and exceed the standards set by the National Fire Protection Association (NFPA). In compliance with the 2020 amendment to NFPA Standard 1851, which governs the maintenance of firefighter protective gear, the Ontario Fire Department has adopted more stringent inspection requirements. This NFPA amendment mandates that advanced inspections of protective gear, including comprehensive liner inspections and hydrostatic testing, be conducted annually. This is a significant change from the previous three-year requirement. This change inevitably led to higher costs associated with maintaining compliance and ensuring the safety of firefighter gear.

In an ongoing effort to provide exceptional service, the Ontario Fire Department recognizes the importance of rigorous training. The Department introduced the Fire Basic Academy last year, which is a thorough 16-week program, designed to equip recruits with no fire experience the skills

and knowledge necessary for the demanding nature of firefighting. However, this intense training regimen has accelerated the wear and tear on structural firefighting gear, prompting the Ontario Fire Department to explore more sustainable solutions.

To address the challenges, the Fire Department initiated a rental program for turnout gear during the first year of a firefighter's service. This innovative approach not only mitigates the costs associated with premature gear degradation, but also offers firefighters the opportunity to train with gear that meets the latest NFPA safety standards. By doing so, firefighters are better prepared to face the evolving challenges and hazards of modern firefighting. Specifically, this rental program was initiated soliciting proposals through the City's bid management system in March 2023 to adhere to the compliance requirements of NFPA 1851. One proposal was submitted from the potential 205 bidders. Staff reviewed the proposal and recommended California PPE Recon, Inc. of Riverside, CA, to provide the necessary services. Over the course of the year, Staff has had an exceptional experience with the vendor who has ensured efficient turnaround times for gear inspections, repairs, and rentals, thereby enhancing our operational readiness. As such, Staff is recommending Amendment No. 1 with California PPE Recon, Inc. to increase and extend the contract amount from $140,000 per year to $225,000 per year plus a 10% contingency of $112,500, for a contract amount of over a five-year period, not-to-exceed $1,237,500.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CALIFORNIA PPE RECON. INC.

1. Parties and Date.

This Amendment No. **1** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **California PPE Recon. Inc.**, a **CORPORATION ("Vendor")**. City and **Vendor** are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Vendor** have entered into an agreement entitled **"Goods & Services Agreement"** dated **April 18, 2023** ("Agreement").

2.2 Amendment Purpose. The City and **Vendor** desire to amend the Agreement to **increase compensation and extend term**.

2.3 Amendment Authority. This Amendment No. **1** is authorized pursuant to Sections **2.1 and 3.1** of the Agreement.

3. Terms.

3.1 Amendment. Sections **2.1 and 3.1** of the Agreement is hereby amended in its entirety to read as follows:

> "2.1 The term of this Agreement shall be from **April 10, 2023 to June 30, 2028**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work."
>
> "3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total

compensation shall not exceed **Two Hundred Twenty-Five Thousand dollars ($225,000.00) annually with a total not to exceed One Million One Hundred Twenty-Five Thousand dollars ($1,125,000), for the term of the contract** without written approval of **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

Attachment A will replace fee schedule in Exhibit A hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **1**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **1**. From and after the date of this Amendment No. **1**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **1**.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. **1**.

3.4 Severability. If any portion of this Amendment No. **1** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CALIFORNIA PPE RECON. INC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. **1** as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

CALIFORNIA PPE RECON. INC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

Attachment A

A minimum of 26 sets of PPE (jacket and trousers) must be in stock by April 1, 2023 and remain in stock and available for delivery within forty-five (45) business days of the order being placed.

California PPE Recon, Inc. is a qualified contractor to perform turnout gear cleaning and inspection services in accordance with the most current NFPA 1851 standards. The rental term must include necessary repairs to keep turnouts in compliance with NFPA 1971 standards. If repairs are necessary during the rental term, the vendor must be able to supply an exact equivalent for use during the repair period. Initial delivery, advance cleaning pickup and delivery and repair pickups and delivery will be provided by the vendor to a single site as determined by Ontario Fire Department. All pickup and delivery will be at the cost of California PPE Recon, Inc. Initial delivery will be a one-time occurrence. Advance cleanings per NFPA 1851 standard will be done annually and as needed, but is expected to be infrequent. Infrequent can be defined as no more than six (6) times per year, including the initial delivery. Repairs will be as needed, but also expected to be infrequent and no more than six (6) times per year.

Estimate details

Estimate no.: 1330
Estimate date: 05/23/2024
Expiration date: 06/30/2028

#	Product or service	Description	Qty	Rate	Amount
1.	Rental Gear Set (Coat & Pant)	Price Effective 9/01/2024 Rental Gear set. This is for a Coat and Pant only with the following specifications: Lion V-Force with PBI Max Outer Shell, Gore Crosstech Black moisture barrier and Glide Ice 2L Thermal Liner. This price is per month	1	$199.00	$199.00
2.	Rental Gear Set (Coat & Pant)	Price Effective 7/01/2025 Rental Gear set. This is for a Coat and Pant only with the following specifications: Lion V-Force with PBI Max Outer Shell, Gore Crosstech Black moisture barrier and Glide Ice 2L Thermal Liner. This price is per month	1	$208.95	$208.95
3.	Rental Gear Set (Coat & Pant)	Price effective 7/01/2026 Rental Gear set. This is for a Coat and Pant only with the following specifications: Lion V-Force with PBI Max Outer Shell, Gore Crosstech Black moisture barrier and Glide Ice 2L Thermal Liner. This price is per month	1	$219.40	$219.40
4.	Rental Gear Set (Coat & Pant)	Price effective 7/01/2027 Rental Gear set. This is for a Coat and Pant only with the following specifications: Lion V-Force with PBI Max Outer Shell, Gore Crosstech Black moisture barrier and Glide Ice 2L Thermal Liner. This price is per month	1	$230.37	$230.37

Total	**$857.72**
Expiry date	06/30/2028

CALIFORNIAPPE

PERSONAL PROTECTIVE EQUIPMENT RECON

2024 Pricing. July 1st every year will be a 3% price increase.

Repair Price List

LINER REPAIRS

Moisture Barrier Patch	$15.50
Thermal Liner Patch	$19.25

HARDWARE

Replace Hook	$6.50
Replace D-Ring	$5.50
Replace Snap/Button	$4.00
Replace Rivet/Grommet	$4.00

REFLECTIVE TRIPLE TRIM

Bellow Pocket	$30.50
Radio Pocket	$20.00
Chest	$73.50
Sleeve/Pant Ankle	$37.50

VELCRO

Bellow Pocket	$15.50
Radio Pocket	$16.00
Storm Flap	$24.00
Throat Tab	$15.00
Inside Collar	$17.50
Cuff	$15.50
Pant Fly	$20.00

COAT & PANT REPAIRS

Bartack	$4.50
Restitch Existing Trim	$4.50
Restitch Existing Seam	$4.50
Outer Shell Patch 1-3"	$20.00
Outer Shell Patch 4-7"	$25.50
Outer Shell Patch 8-12"	$34.00
Replace Belt Loop	$27.50
Replace Thumbhole Wristlet	$32.00
Replace Knee Pad Stedshield	$54.00
Pant Cuff Stedshield Patch SM	$15.50
Pant Cuff Stedshield Patch MD	$24.00

ALTERATIONS

Replace Zipper	$46.00
Replace Cuff	$32.00
Replace Elbow Pad	$53.00
Replace Collar	$32.00
Replace Wristlet	$32.00

CALIFORNIAPPE

PERSONAL PROTECTIVE EQUIPMENT RECON

2024 Pricing. Every July 1st there will be a 3% price increase.

Cleaning Price List

ITEM	LIST PRICE
Turnout Coat & Liner Advanced Cleaning & Inspection	$27.50
Turnout Coat Liner Hydrostatic Inspection	$16.50
Turnout Pant & Liner Advanced Cleaning & Inspection	$27.50
Turnout Pant Liner Hydrostatic Inspection.	$16.50
Turnout Pant or Coat Advanced Inspection only	$14.00
Gloves Cleaning	$11.00
Helmet Cleaning	$31.50
Shroud Cleaning	$4.50
Hood Cleaning	$5.50
Boot Cleaning & Conditioning	$43.00

Heavy Contamination: There is a spotting charge of $10 - $20 per garment for heavy stain removal such as tar, oil and fuel removal.

Blood/Borne Pathogen Decontamination: There is a $35 charge per garment for blood/borne pathogen decontamination.

Haz-mat: There is a charge of $15 - $30 per garment for decontamination depending upon the contaminant. Prices will be quoted per incident basis.

All cleaning and repair methods are in accordance to industry guidelines and are NFPA compliant. Our cleaning and repair process will not void manufacturer's warranty.

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Lizceth Zazueta Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 24

SUBJECT: A COST SHARING AGREEMENT WITH CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

RECOMMENDATION: That the City Council approve and authorize the City Manager or his designee to execute a Cost Sharing Agreement with the Chaffey Joint Union High School District for three School Resource Officers for a total revenue amount of $1,381,163.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Operate in a Businesslike Manner

FISCAL IMPACT:

The School Resource Officer Cost Sharing Agreement will recoup 50 percent of the costs to provide services of three Police Officers placed at Chaffey Joint Union High School District schools to the General Fund. The revenue amount for year one is $255,000, year two is $265,200, and year three is $275,808, for a total revenue amount of $796,008. If the two additional option years are exercised, the revenue amount of option year four is $286,841 and option year five is $298,314, for a total revenue amount of $1,381,163 for School Resource Officers (SRO) to the General Fund. Revenues for future fiscal years will be included in the respective fiscal year's budgets for City Council consideration and approval.

BACKGROUND & ANALYSIS: School districts nationwide have come to see the benefits of having a School Resource Officer (SRO) on campus. The presence of SROs has been proven to deter behavior that is not normally accepted by society. The SRO Program creates an environment that adds to the safety of our school campuses. The SRO is involved in a variety of functions aimed at prevention and on-site crisis intervention, as well as a resource for students, parents, teachers, and administration regarding law issues. SROs have become positive role models for the students of Ontario and work hand in hand with the administrators in each school finding solutions to problems affecting school children of today. The result is that when children feel safe about their

learning environment, they are more likely to learn what is being taught.

The Ontario Police Department has assigned one SRO at Chaffey High School, Colony High School, and Ontario High School. The Cost Sharing Agreement will allow Chaffey Joint Union High School District to share in the cost of maintaining the three Officers placed under this Agreement at 50 percent of the Officer's collective total salary and benefits costs. The City of Ontario Police Department has provided Chaffey Joint Union High School District SRO services since 2001. Continuing SRO services brings value to the City of Ontario, not only sharing in salary costs to maintain services, but in shaping the future of our children and how they interact with Law Enforcement.

AGREEMENT
FOR SCHOOL RESOURCE OFFICER(S)
BETWEEN
THE CITY OF ONTARIO AND
THE CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

This Agreement for the Provision of School Resource Officer(s) (the "Agreement") is made and entered into this _____ day of _____, _____ by and between the CITY OF ONTARIO, hereinafter referred to as "CITY," and the CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "DISTRICT." The CITY and the DISTRICT may be referred to in this Agreement individually as "PARTY" or collectively as "PARTIES."

NOW, THEREFORE, in consideration of the premises and mutual conditions hereinafter provided, it is agreed by and between the PARTIES as follows:

1. **RECITALS.** This Agreement is entered into with reference to the following facts and objectives:

   a. The PARTIES desire the CITY through its Police Department to place a sworn Police Officer ("Officer") at Chaffey High School, Ontario High School, and Colony High School as assigned to the School Resource Officer Program ("Program") for the ten (10) months of the regular school year. A total of three (3) Officer(s) will be placed under this Agreement for the Agreement Term.

   b. The Program will allow for an immediate and appropriate police response to calls for service generated from the campuses of Chaffey High School, Ontario High School, and Colony High School and for an Officer's presence at Chaffey High School, Ontario High School, and Colony High School campuses.

   c. The Program provides a means for positive student, faculty, staff, and law enforcement interaction and crises intervention.

   d. The Program provides a positive role model for students.

2. **TERM AND TERMINATION.**

   a. Term. The term of this Agreement for Fiscal Year 2024-2025 ("Fiscal Year") is for the ten (10) month period beginning August 01, 2024, and ending on May 31, 2025; for Fiscal Year 2025-2026 ("Fiscal Year") is for the ten (10) month period beginning August 01, 2025, and ending on May 31, 2026 ("Program End Date"); for Fiscal Year 2026-2027 ("Fiscal Year") is for the ten (10) month period beginning August 01, 2026, and ending on May 31, 2027 ("Program End Date"). The City shall have the unilateral option, by mutual written consent of the PARTIES, to renew this Agreement automatically for no more than two (2) additional one (1)-year terms.

   b. Termination. The CITY or DISTRICT may terminate all or any portion of this Agreement at any time upon providing ten (10) days prior written notice to the other

Party. The PARTIES may agree to terminate with shorter notice upon the PARTIES mutual written consent.

3. SCOPE OF SERVICES.

The Officer shall provide services to the DISTRICT pursuant to the terms of this Agreement, as described in Exhibit A which is attached hereto and incorporated herein by reference.

4. CITY EMPLOYEE.

It is understood by both PARTIES that the Officer(s) shall remain the CITY's employee(s) during the term of this Agreement. City shall therefore pay the salary, insurance, and other related benefits/pension plan the CITY provides to employees. Nothing contained in this Agreement shall create an employer-employee relationship between the DISTRICT and any Officer.

5. GENERAL ADMINSTISTRATION, SUPERVISION AND MANAGEMENT

The CITY Chief of Police shall have the primary administrative responsibility under this Agreement for the City. The Chief of Police or his/her designee shall consult with the Superintendent of the DISTRICT or his or her designee on matters that pertain to this Agreement.

Any complaint or allegations of misconduct involving or against the OFFICER arising out of the performance of this Agreement shall be reported to the Chief of Police and shall be handled in accordance with the policies, procedures, and practices applicable to the OFFICER as a CITY employee. However, DISTRICT retains the right to request that OFFICER be removed or reassigned from the performance of this Agreement at DISTRICT's sole discretion.

6. COST SHARING.

a. The CITY and DISTRICT will share the cost of the three (3) Officer(s) placed under this Agreement at 50% of the Officer's collective total salary and benefits costs. The estimated cost for the period of ten (10) months per fiscal years is $510,130.00.

b. The DISTRICT agrees to pay an annual amount of $255,000.00 for the Fiscal Year 2024-25; $265,200.00 for Fiscal Year 2025-26; $275,808.00 for Fiscal Year 2026-27 of this Agreement, which is approximately 50% of the estimated cost of an SRO at each of the three schools

c. The CITY will invoice the DISTRICT for its share of the annual costs $255,000.00 on March 1, 2024. The DISTRICT agrees to pay the invoice within thirty (30) days.

d. In the event this Agreement is terminated by either party prior to the Program End Date, DISTRICT agrees to pay for its share of costs, which shall be prorated and invoiced accordingly by the CITY.

COMPLIANCE WITH FEDERAL AND STATE LAW

CITY shall ensure that OFFICER complies with applicable federal, state and local laws and regulations including, but not limited to the Family Educational Rights and Privacy Act (FERPA") 20 USC 1232g, 34 CFR, Part 99 and California Education Code sections 49073 to 49079.7 et. seq. which pertains to the privacy of pupil records

7. **INSURANCE.** The PARTIES shall each maintain adequate insurance coverage for the activities contemplated herein for the duration of this Agreement.

8. **INDEMNIFICATION.**

To the extent permitted by law, DISTRICT hereby agrees to and shall indemnify, defend, and hold CITY, its elective and appointive boards, officers, agents, volunteers, and employees harmless for any and all claims, actions, losses, liability or damages or claims for damage for personal injury, including death, as well as from claims from breach of confidentiality or property damage which may arise from DISTRICT's negligent or intentional acts, errors or omissions under this Agreement, except where such indemnification is prohibited by law.

To the extent permitted by law, CITY hereby agrees to and shall indemnify, defend, and hold DISTRICT, its elective and appointive boards, officers, agents, volunteers, and employees harmless for any and all claims, actions, losses, liability or damages or claims for damage for personal injury, including death, as well as from claims from breach of confidentiality or property damage which may arise from CITY's negligent or intentional acts, errors or omissions under this Agreement, except where such indemnification is prohibited by law.

9. **NOTICE.**

All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the PARTIES at the addresses listed below, but each PARTY may change the address by written notice to the other PARTY. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing:

If to the CITY**:**
City of Ontario – Ontario Police Department
2500 S, Archibald Avenue
Ontario, CA 91761
Attn: Thomas O'Dell
Phone: (909) 408-1859
E-mail:TODell@ontariopolice.org

If to the DISTRICT:
Chaffey Joint Union High School District
211 West 5th Street
Ontario, CA 91762
Attn: Robert McCoy
Phone: (909) 988-8511 ext. 2620

E-mail:Robert.mccoy@cjuhsd.net

10. GENERAL TERMS.

a. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or any other similar arrangement between the PARTIES. No PARTY to this Agreement shall be deemed to be a representative, an agent, or an employee of the other PARTY.

b. No Third-Party Beneficiaries. This Agreement and the performance of the PARTIES' obligations hereunder are for the sole and exclusive benefit of the PARTIES. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either PARTY hereunder as a result of a PARTY's performance or non-performance of its responsibilities under this Agreement.

c. Entire Agreement. This Agreement constitutes the entire understanding between the PARTIES with respect to the matters set forth above and supersede all prior or contemporaneous understanding or agreements between the PARTIES with respect to the subject matter, whether oral or written.

d. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both PARTIES.

e. Non-assignability. Neither this Agreement nor any duties or obligations under this Agreement may be assigned, in whole or in part, by the DISTRICT without prior written consent of the CITY.

f. Governing Law and Venue. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California, without reference to conflict of laws principles, and any arbitration, mediation, litigation, or other proceeding arising out of this Agreement shall be conducted only in the County of San Bernardino.

g. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.

h. Electronic Signature/Transmission. This Agreement may be signed using an electronic signature. A manually or electronically signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first written above.

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

Date: _____

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

By:_____
Kern Oduro, Assistant Superintendent

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Best Best & Krieger LLP, City Attorney

Date: _____

ATTEST:

By:_____
Sheila Mautz, City Clerk

Date: _____

Exhibit A

Scope of Services

- Build professional relationships with students, teachers, administrators, counselors, and other school staff.
- Assist school psychologist and Therapist to conduct mental health evaluations.
- Offer resources and guidance to all students and staff.
- Protect life and property on school campus.
- Respond to calls for service in/around the school, especially those outside of the school that directly affect students.
- Enforce the law and conduct thorough investigations as they are reported.
- Work with school discipline administrators to assist in correcting bad behavior.
- Understand and assist with school safety plans. (I.E. Active Shooter training).
- Offer mentorship and be a positive role model to all students on campus.
- Educate staff and students on several community dangers such as: Drugs, crime awareness and behaviors.
- Participate in student functions such as Career Day, College Day, and various other school events.
- Build positive, healing relationships among Law Enforcement, the youth, and their families.

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Diane Ayala Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Kimberly Ruddins, Henry Noh Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 25

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH THIRTIETH STREET ARCHITECTS, INC., FOR THE DOWNTOWN A1 BLOCK PRESERVATION PROJECT DESIGN**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Amendment No. 5 to the Design Services Agreement with Thirtieth Street Architects, Inc., of Newport Beach, California, in the amount of $147,300 for a total not-to-exceed $706,600; and
B. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-2024 Adopted Budget includes appropriations in the General Fund for the Downtown A1 Block Mothball project design. The proposed Amendment would increase the contract amount by $147,300 for a not-to-exceed contract amount of $706,600.

BACKGROUND & ANALYSIS: The historic Citizens Bank, Lerch Building, and the Commercial Hotel are located within the Civic Center Planned Unit Development and are bordered by Euclid Avenue to the west, Holt Boulevard to the south, B Street to the north, and Lemon Avenue to the east, also referred to as the A1 Block. The City Council designated the buildings as local historic landmarks on January 20, 1998. The buildings provide a visual history of early twentieth-century commercial development in Ontario which is evident by the survival of prominent architectural features. Preservation and adaptive reuse of the buildings are integral to the implementation of the Downtown Civic Center Project and can contribute to downtown revitalization.

The acquisition of the A1 Block began in 2003 with the last few remaining properties acquired in 2016 by the City of Ontario for the purpose of land assembly. This assemblage is part of the Downtown Civic Center Project for future sale to, and adaptive reuse by, a private investor. Unfortunately, deterioration and vandalism of these historic buildings are continuing to occur. Therefore, to secure the preservation of these historic buildings until funding and development of the site, the A1 Block would benefit from the development of a security plan, maintenance and monitoring plan, and the identification of temporary/interim repairs through a process known as "mothballing." Mothballing is a widely practiced preservation treatment that requires identification and assessment of the existing building conditions and sets priorities for repairs that are necessary to stabilize the building and arrest rapid deterioration. It is the practice of closing up a building temporarily to protect it from the weather as well as to secure it from vandalism for short or long term (2 to 10 years) until such time funding and development of the site can occur.

The mothball plan is prepared by an architect or preservation specialist and, in some cases a structural engineer, to evaluate the age and condition of the major elements of the buildings including foundations, structural systems, exterior materials, roofs and gutters, interior finishes, staircases, plumbing, electrical, and mechanical systems, and site drainage. The three highest priorities for the building while mothballed are to: 1) protect the building from sudden loss; 2) weatherize and maintain the property to stop moisture penetration; and 3) control the humidity levels inside once the building has been secured, positioning the historic buildings for successful adaptive reuse development.

AMENDMENT NO. 5 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THIRTIETH STREET ARCHITECTS, INC.

1. Parties and Date.

This Amendment No. 5 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Thirtieth Streets Architects, Inc. a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Services Agreement" dated February 15, 2021 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for the Downtown Mothball Plan set forth in Amendment No. 5 – Attachment "A" and increase the not-to-exceed compensation amount by **One Hundred Forty Seven Thousand Three Hundred Dollars ($147,300)**. The Parties have heretofore entered into Amendment No. 1 dated April 19,2022, Amendment No. 2 dated March 21, 2023, Amendment No. 3 dated November 1, 2023, and Amendment No. 4 dated March 19, 2024.

2.3 Amendment Authority. This Amendment No. 5 is authorized pursuant to Section 3.8.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.10.1 Consultant's Compensation for Basic Services. City shall pay to consultant, for the performance of all Services rendered under this Agreement, with the total not to exceed amount of **Seven Hundred Six Thousand Six Hundred Dollars ($706,600)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

Exhibit A is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all

other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 5.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 5.

3.4 Severability. If any portion of this Amendment No. 5 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 5 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THIRTIETH STREET ARCHITECTS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 5 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

THIRTIETH STREET ARCHITECTS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED

thirtieth
street
architects
inc.

founding principals
john c. loomis, architect
james c. wilson, architect

principal
elwood l. gulley, architect

AGREEMENT

The following is an agreement dated March 26, 2024, between the City of Ontario, 303 East "B" Street, Ontario, CA and Thirtieth Street Architects, Inc., 2821 Newport Boulevard, Newport Beach, CA 92663 to prepare a Mothballing Plan consistent with the City of Ontario Historic Preservation Ordinance and National Park Service Bulletin 34, Mothballing Historic Buildings, for the following existing buildings located on the east side of the 100 N. Block of Euclid Avenue in Ontario, CA hereinafter referred to as the project.

The following buildings addresses are included in this study:

114 -118	North Euclid Avenue
122	North Euclid Avenue
124-126	North Euclid Avenue
128 -132	North Euclid Avenue

Project Team

Preservation Architect Prime Consultant	Thirtieth Street Architects, Inc. 2821 Newport Boulevard Newport Beach, CA 92663 949) 673-2643
Structural Engineer	Grimm and Chen 17500 Redhill Ave. Suite 240 Irvine, CA. 92614 (949) 250-3150
MEP Engineer	NV-5 163 Technology Dr. Irvine, CA 92618 (714) 478-6155

Services Provided by the City

- Providing access to the buildings as required.

Base Services Included

SCOPE OF WORK

Phase I, Prepare As-Built Drawings for Lerch Building at 122 N. Euclid Avenue only, Prepare Conditions Assessment and Mothballing Recommendations for all four buildings listed above.

Prepare "As-Built" Drawings of the existing Lerch Building at 122 N. Euclid Avenue only.

The Team shall provide the following services for each building:

The Architect shall have the following reports prepared for all the buildings in this study:

- Providing a Hazardous Materials Study
- Providing a Termite and Mold/Mildew Reports
- Providing services of a Security Systems Consultant

(Please note that the cost of these reports will be billed as reimbursable costs.)

The Team shall conduct a cursory, on-site investigation to verify existing conditions relating to the following mothballing issues:

Evaluate how and where to Secure the Building
Eradication of Vermin or Birds and droppings
Structural Stability of the Structures and any needed shoring
Condition and functionality of any existing utilities or interim utility replacement.
Methods of providing ventilation to all levels of existing buildings
Identify all needed building exterior water proofing improvements.
Identify methods to secure all exterior window and door openings.
Identify secure point of entry for on-site surveillance and monitoring.
Discuss the need for an on-site security system with direct-dial notification to the police and fire departments.
Make recommendation regarding physical appearance of the building exterior during duration of mothballing.
Discuss surveillance and monitoring schedule appropriate for the buildings.
Make recommendations on hazardous materials, mold and mildew, and termite treatments.

All recommendations should be designed to remain functional for a minimum period of ten years with reasonable maintenance.

Summarize findings and recommendations in a brief written report.

Based on the Conditions Assessment and Mothballing Report, the Architect shall prepare cursory Conceptual Drawings to illustrate the proposed scope of work. These drawing shall also show proposed exterior changes and/or aesthetic enhancement treatments such as securing existing openings and boarding up storefronts so that the visual character of the 100 block is preserved and is compatible with adjacent blocks.

Include a Cost Estimate for all mothballing recommendations for each address.

The City shall then review the Conceptual Mothballing Drawings and shall make any suggested modifications or changes to the scope of work.

Meet with the City to review any comments or recommended revisions to the study.

Make all necessary revisions as required.

Phase I Products:

As-built drawings including floor plans of all levels, roof plan, exterior elevations and two building sections for 122 N. Euclid Avenue only.
Hazardous materials study, mold and mildew study termite study and Security Consultant recommendations.
Conditions Assessment and Moth Balling Recommendations for each building
Conceptual Mothballing Drawings
Cost Estimates for the work on each building

Phase II, Prepare Construction Documents for Implementation of Mothballing Recommendations (Optional)

After the review and approval of the Mothballing Recommendations Study by the City, the Team shall prepare construction documents including working drawings and specifications to construct the recommended improvements including Structural, Mechanical and Electrical Engineering as required.

The Team shall prepare a Construction Document Statement of Probable Costs for the project.

The Team shall submit the Construction Documents for Plan Check and make all necessary revisions.

Phase II Products

Construction Documents for Mothballing
Construction Document Statement of Probable Cost

Phase III, Construction Observation (Optional)

The Team shall provide Construction Observation services for the construction of the project.

The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

The Architect does not guarantee the performance of contracts by the construction contractor(s), or other third parties, nor is the Architect responsible for their acts or omissions. The Architect has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or proceedings required for the Contractor to perform his work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written decisions, within a reasonable time, on all claims, disputes, and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphics form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

The Architect’s decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect’s decisions on any other claims, disputes, or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in the Agreement and in the Contract Documents.

The Architect shall have authority to reject Work which does not conform to the Contract documents, as agreed upon with the Owner. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

It is agreed that the Owner shall hire all Contractors/Subcontractors, and handle all certificates for payments. The Owner shall file Notice of Completion and shall be responsible for all matters regarding liens.

The extent of the duties, responsibilities, and limitation of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor, and the Architect.

The Architect shall meet with the Clients periodically.

Phase III, Products:

- Miscellaneous documents.

ADDITIONAL SERVICES

The following services are not included in Basic Services.

Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Architectural practice.

OWNER'S RESPONSIBILITIES

The Owner shall provide full information regarding his requirements for the Project. The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect.

The Owner shall furnish full access to the buildings as requested by the Team.

The Owner shall furnish information required of him expeditiously as necessary for the orderly progress of the Work.

PROFESSIONAL FEES

The Professional Fee for Phase I through III shall be as listed below, plus reimbursable expenses:

Phase	Fee
Phase I, As-Built Drawings for 122 N. Euclid, Conditions Assessment and Mothballing Recommendations for all Buildings	Lump Sum of $46,000
Phase II, Construction Documents (Optional)	NTE $48,500
Phase III, Construction Observation (Optional)	NTE $18,800
Reimbursable Allowance	NTE $34,000*

*Includes technical studies.

Total	NTE $147,300

HOURLY FEE SCHEDULE:

Hourly Billing Rates

If additional services are requested, they shall be billed at the following hourly rates:

Architect

Principal	$225/hr.
Licensed Architect	$200/hr.
Draftsperson	$175/hr.
Structural Engineer	$230/hr.
MEP Engineer	$220/hr.

Billings shall be made to the Owner monthly in proportion to the Work completed plus reimbursable expenses and are to be paid within fifteen (15) days of receipt.

Reimbursable expenses shall be billed at a multiple of 1.1 x cost to cover processing and bookkeeping.

Reimbursable Cost Schedule

Blueprinting	Invoice
In-house photo-copying	.25/page
In-house blueprints	$1/sheet
In-house color copies	$1/sheet
Other Expenses	Cost

The fees listed above and the hourly rates listed are subject to a cost of living increase two years from the date of this Agreement.

TIME OF PERFORMANCE

We estimate the following time frame to complete the work:

Phase	Time
Phase I, Conditions Assessment and Mothballing Recommendations	9 weeks
Phase II, Construction Documents (Optional)	4-6weeks
Phase III, Construction Observation (Optional)	As needed

It is agreed that if suit is filed or informal proceedings are needed to obtain or to enforce payment of the statement, Owner is to pay the Architect, in addition to the amount of the statement and interest thereon, all costs of collection including court costs, and such reasonable attorney's fees as the court may fix, or if collection is obtained without court action, then in the amount of fifteen (15) percent of the total amount due, including interest.

Owner hereby agrees that the balance as stated on the billing from the Architect to Owner is correct, conclusive and binding on the Owner unless Owner, within ten (10) days from the date of the making of the billing, notifies the Architect in writing of the particular item that is alleged to be incorrect. Payment for the Architect's services are not contingent upon the Owner's ability to collect monies due the Owner.

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

If the Project is suspended by the Owner or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due.

DEFAULT

In the event Owner fails to pay the Architect within thirty (30) days after invoices are rendered, Owner agrees that the Architect shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Architect under this Agreement are terminated. In such event, Owner shall then promptly pay the Architect all of the fees and charges for services rendered by the Architect.

DELAYS

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the other's control.

TERMINATION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including reimbursable expenses then due and all terminal expenses.

SUCCESSORS AND ASSIGNS

The Owner and Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement. Neither the Owner or the Architect shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

CLAIMS BY PARTIES

All claims, disputes, and other matters in question arising out of or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then obtaining. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to the contract and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Should arbitration occur between the two parties relating to the provisions of this Agreement, or any act arising out of the performance of this Agreement, all expenses, collection expenses, witness fees, court costs and attorney's fees shall be paid by the non-prevailing party to the prevailing party.

The Owner agrees that the Architect cannot be joined with any other person that is not a party to this Agreement either by joiner or consolidation except by the Architect's written consent.

APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

WARRANTY OF AUTHORITY TO SIGN

The person signing this Agreement warrants he has authority to sign as, and on behalf of, the Owner for whom or for whose benefit Thirtieth Street Architect's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this Agreement, and that in any action against him for breach of such warranty a reasonable attorney's fee shall be included in any judgment rendered.

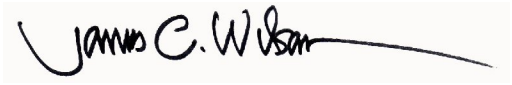
The undersigned hereby acknowledges that he or she has reviewed and accepts all provisions of this Agreement including the payment schedule.

The confirmation is valid for a period of thirty (30) days from the date shown above. If not accepted within thirty (30) days, it is void.

This Agreement executed on the day and year first written above.

OWNER

THIRTIETH STREET ARCHITECTS, INC.



Authorized Agent

James C. Wilson Lic. #C8994
President

John C. Loomis Lic. #C8684
Secretary/C.F.O.

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Financial Services Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, . . Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 26

SUBJECT: **A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES**

RECOMMENDATION: That the City Council consider and:

A. Adopt a Resolution of Formation of Community Facilities District No. 65 (Falloncrest), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopt a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 65 (Falloncrest);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 65 (Falloncrest);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 65 (Falloncrest); and
F. Adopt a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC, a California limited liability company.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The use of Mello-Roos financing in the Falloncrest residential development is

projected to generate approximately $430,266 per year, at buildout, to fund administrative fees and municipal services; and approximately $14.6 million in bond proceeds to be used to fund a portion of the public infrastructure improvements needed to serve the project. Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the district; therefore, there is no fiscal impact to the General Fund from the issuance of Mello-Roos bonds. City Council approval will be required in future years to process annual special tax levies.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to finance various kinds of public infrastructure facilities and municipal services. Under the Mello-Roos Act the initial steps in the formation of a community facilities district to finance public improvements and municipal services are to adopt resolutions declaring the intention to establish a community facilities district, authorize the levy of special taxes, and issue bonds. Accordingly, on April 16, 2024, the City Council approved Resolution No. 2024-017, a Resolution of Intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) and authorize the levy of special taxes; and Resolution No. 2024-018 declaring the City Council's intention to issue bonds for the district. The Resolution of Intention set the public hearing date for the regularly scheduled City Council meeting on May 21, 2024, to consider formation matters. City Council opened the hearing on May 21, 2024, and continued the hearing to Tuesday, June 4, 2024.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony ("First Amended and Restated Construction Agreement") between the City of Ontario and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of community facilities districts to assist in the financing of the public improvements included in the agreement. The Falloncrest project addresses the development is approximately 22.65 gross acres located south of Ontario Ranch Road, north of Grand Park Street, west of Broadway Avenue, and east of Archibald Avenue. At build out, the project is expected to include 362 attached units.

Included, as part of the Resolution of Formation is the proposed Rate and Method of Apportionment of Special Tax for the District. Under the proposed Rate and Method of Apportionment, the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not increase over time. As proposed, the amount of bonds authorized for the district ($60 million) is set intentionally higher than the current estimated bond amount (approximately $14.6 million) in order to allow future City Council the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund municipal services. The term and structure of the Rate and Method of Apportionment of Special Tax for the Falloncrest project is consistent with those of previously adopted Rates and Methods of Apportionment for Ontario Ranch community facilities districts. This ensures that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch are developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in the Ontario Ranch districts are required to disclose the maximum annual special tax amount to

each homeowner before entering into a sales contract.

Attached are five Resolutions and an Ordinance. The first attached Resolution establishes the community facilities district, with the rate and method of apportionment of special taxes, and authorizes the levy of special taxes within the district. The second attached Resolution deeming it necessary to incur bonded indebtedness for the district. The third attached Resolution calls for a special landowner election to be held on June 4, 2024. The fourth attached Resolution declares the results of the election, including a statement from the City Clerk as to the canvass of ballots, and directs the recording of the Notice of Special Tax Lien. The attached Ordinance authorizes the levying of special taxes, and the final attached, fifth Resolution authorizes the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED

WHEREAS, on April 16, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein" (the "Resolution of Intention"), stating its intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), to authorize the Community Facilities District to levy a special tax within the Community Facilities District for the purpose of financing certain public facilities and services and setting May 21, 2024 as the date for a public hearing to be held on the establishment of the Community Facilities District; and

WHEREAS, pursuant to the Resolution of Intention, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on May 21, 2024, the City Council opened said public hearing and continued said public hearing to this date; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, pursuant to the Resolution of Intention, each officer of the City who is or will be responsible for providing one or more of the proposed types of public facilities or services to be financed by the Community Facilities District was directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the public facilities and services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing such public facilities and services; such officers were also directed to estimate the fair and reasonable cost of the public facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid; and

WHEREAS, said report was so filed with the City Council and made a part of the record of said public hearing; and

WHEREAS, at the hearing, the testimony of all persons for or against the establishment of the Community Facilities District, the extent of the Community Facilities

District and the furnishing of the specified types of public facilities and services was heard; and

WHEREAS, written protests against the establishment of the Community Facilities District, the furnishing of any specified type or types of facilities and services within the Community Facilities District or the levying of a specified special tax were not made or filed at or before said hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax; and

WHEREAS, there has been filed with the City Clerk of the City a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of May 2, 2024, which demonstrates that 12 or more persons have not been registered to vote within the territory of the proposed Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district; and

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, the City and Lennar Homes of California, LLC (“Lennar”), have entered into the Deposit and Reimbursement Agreement, dated as of April 1, 2022 (the “Deposit Agreement”), that provides for the advancement of funds by Lennar to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby, and provides for the repayment to Lennar of such funds advanced, without interest, from the proceeds of any such bonded indebtedness incurred by the Community Facilities District; and

WHEREAS, the City desires to include in this Resolution, in accordance with Section 53314.9 of the Act, the proposal to repay funds pursuant to the Deposit Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The Community Facilities District is hereby established.

Section 3. The name for the Community Facilities District is "City of Ontario Community Facilities District No. 65 (Falloncrest)."

Section 4. The public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit A hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are identified under the caption "Facilities to be Purchased" on Exhibit A hereto. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit A hereto. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

Section 5. The proposed special tax to be levied within the Community Facilities District has not been precluded by majority protest pursuant to Section 53324 of the Act.

Section 6. The City Council proposes that, except where funds are otherwise available, the Community Facilities District be authorized to annually levy within the Community Facilities District a special tax (the "Special Tax") sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District. The rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is specified in the Rate and Method of Apportionment of Special Tax (the "Rate and Method") attached hereto as Exhibit B, which is by this reference incorporated herein. The conditions under which the obligation to pay the Special Tax to be levied to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 7. The Special Tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the date the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is

created. Bonds of the Community Facilities District may not be issued to fund any of the Services.

Section 8. The tax year after which no further Special Tax to pay for Facilities shall be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued. The Special Tax to pay for Services will be levied in perpetuity, as provided in the Rate and Method.

Section 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the Special Tax or the interest or penalties thereon that may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

Section 10. The name, address and telephone number of the office, department or bureau that will be responsible for preparing annually a current roll of Special Tax levy obligations by assessor's parcel number and that will be responsible for estimating further Special Tax levies pursuant to Section 53340.2 of the Act are as follows: Management Analyst, Financial Services, City of Ontario, 303 East B Street, Ontario, California 91764, (909) 395-2341.

Section 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the Community Facilities District and this lien shall continue in force and effect until the Special Tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of the Special Tax is recorded in accordance with Section 53330.5 of the Act.

Section 12. The boundary map of the Community Facilities District has been recorded in San Bernardino County in Book 91 at Page 58 of Maps of Assessments and Community Facilities Districts in the San Bernardino County Recorder's Office (Document No. 2024-0090697).

Section 13. The City Council proposes that the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the Community Facilities District be established at $60,000,000.

Section 14. Pursuant to the provisions of the Act, the propositions to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District specified above shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of May 2, 2024, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the establishment of the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax. The voting procedure shall be by mailed or hand-delivered ballot.

Section 15. Lennar has heretofore advanced certain funds, and may advance additional funds, that have been or may be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council has previously approved the acceptance of such funds for the purpose of paying costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council proposes to repay Lennar all or a portion of such funds so advanced, without interest, solely from the proceeds of any such bonded indebtedness incurred by the Community Facilities District, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

Section 16. The City Council hereby finds and determines that all proceedings, up to and including the adoption of this Resolution, were valid and in conformity with the requirements of the Act. In accordance with Section 53325.1 of the Act, such finding shall be final and conclusive.

Section 17. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 18. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 19. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of public facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of City services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

(a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 65 (Falloncrest) ("CFD No. 65") and collected each Fiscal Year, commencing in Fiscal Year 2024-25, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 65, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 65: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 65 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 65 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 65 of complying with City, CFD No. 65, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 65 related to the analysis and reduction, if any, of the Special Tax A on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 65 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 65; and amounts estimated or advanced by the City or CFD No. 65 for any other

administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax A" means the Special Tax A for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax A" means the Special Tax A for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 65 under the Act and payable from Special Tax A.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 65 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax A Requirement and Special Tax B Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 65" means City of Ontario Community Facilities District No. 65 (Falloncrest).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 65.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax, or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof (e.g., property owner association assessments).

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax A.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2023, and before May 1 of the prior Fiscal Year.

"Expected Residential Lot Count" means 362 Buildable Lots of Single Family Property or, as determined by the CFD Administrator, the number of Buildable Lots of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

"Facilities" means the public facilities authorized to be financed, in whole or in part, by CFD No. 65.

"Final Mapped Property" means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

"Final Subdivision Map" means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded pursuant to California Civil Code Section 4285 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Gated Community Attached Dwelling Unit" means, with respect to Special Tax B, a Unit within any residential building containing two or more dwelling units (including attached condominiums, townhouses, duplexes, triplexes, and apartments) within a gated community that, within such community, is primarily served by private interior streets.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Tables 1 and 2 below.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 65 that is subject to a

welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"Maximum Special Tax A" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax A determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Maximum Special Tax B" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax B determined in accordance with Section C.2 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Minimum Sale Price" means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Multiple Family Dwelling Unit" means, with respect to Special Tax B, a Unit within any residential building containing two or more dwelling units, including attached condominiums, townhomes, duplexes, triplexes, and apartments, but excluding Gated Community Attached Dwelling Units.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued by the City permitting the construction of one or more non-residential structures or facilities.

"Other Residential Property" means, with respect to Special Tax A, all Assessor's Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

"Outstanding Bonds" means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 65 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 65 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 65, (ii) the City, (iii) any owner of real property in CFD No. 65, or (iv) any real property in CFD No. 65, and (e) is not connected with CFD No. 65 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 65 or the City.

"Price Point Study" means a price point study or a letter or report updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 65 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Proportionately" means (a) for Developed Property in the first step of Section D.1 below, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Developed Property; however, for Developed Property in the fourth step of Section D.1 below, Proportionately means that the amount of the increase above the Assigned Special Tax A, if necessary, is equal for all Assessor's Parcels of Developed Property, except that if the Backup Special Tax A limits the increase on any Assessor's Parcel(s), then the amount of the increase shall be equal for the remaining Assessor's Parcels; (b) with respect to Special Tax B, that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is equal for all Assessor's Parcels of Developed Property; (c) for Final Mapped Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Final Mapped Property; (d) for Undeveloped Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Undeveloped Property; (e) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Taxable Property Owner Association Property; and (f) for Taxable Public Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Taxable Public Property.

"Public Property" means, for each Fiscal Year, property within the boundaries of CFD No. 65 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement; provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax.

"Residential Floor Area" means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor's Parcel, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 65. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor's Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

"Residential Property" means, for each Fiscal Year, an Assessor's Parcel for which a building permit for new construction of one or more Units was issued after January 1, 2023, and before May 1 of the prior Fiscal Year.

"Services" means the services authorized to be financed, in whole or in part, by CFD No. 65.

"Single Family Attached Property" means all Assessor's Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures within a condominium project as defined in Civil Code Section 4125.

"Single Family Detached Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

"Single Family Detached Dwelling Unit" means a Unit of Single Family Detached Property.

"Single Family Property" means all Assessor's Parcels of Single Family Attached Property and Single Family Detached Property.

"Special Taxes" means, collectively, Special Tax A and Special Tax B.

"Special Tax A" means the special tax authorized by the qualified electors of CFD No. 65 to be levied within the boundaries of CFD No. 65 to pay for Facilities and Services.

"Special Tax A Requirement" means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 65 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay a pro rata share of Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax A levy on Final Mapped Property or Undeveloped Property; and (vi) provide an amount equal to Special Tax A delinquencies based on the historical delinquency rate for Special Tax A as determined by the CFD Administrator.

"Special Tax B" means the special tax authorized by the qualified electors of CFD No. 65 to be levied within the boundaries of CFD No. 65 to pay for Services.

"Special Tax B Requirement" means for any Fiscal Year that amount required, after taking into account available amounts in any funds and accounts established to pay for Services, to pay the cost of Services, a pro rata share of Administrative Expenses, and an amount equal to Special Tax B delinquencies based on the historical delinquency rate for Special Tax B as determined by the CFD Administrator.

"Square Footage" or **"Sq. Ft."** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 65, issued for construction of Residential Property or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

"State" means the State of California.

"Taxable Property" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of CFD No. 65 that are not exempt from the Special Taxes pursuant to law or Section E below.

"Taxable Property Owner Association Property" means, for each Fiscal Year, all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Public Property" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to law or Section E below.

"Tentative Tract Map" means a map: (i) showing a proposed subdivision of an Assessor's Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

"Total Tax Burden" means, for a Unit within a Land Use Class, for the Fiscal Year in which the Total Tax Burden is being calculated, the sum of (a) the Assigned Special Tax A for such Land Use Class for such Fiscal Year, plus (b) the Special Tax B for such Land Use Class for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes, and assessments (which do not include Contractual Impositions) collected by the County on *ad valorem* tax bills, plus (d) property owner association assessments (but excluding the refuse collection portion of such assessments), and that the CFD Administrator estimates would be levied or imposed on such Unit in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes, and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"TTM 20399" means Tentative Tract Map No. 20399, the area of which is located within CFD No. 65.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

"Unit" means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2024-25, all Taxable Property within CFD No. 65 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

Assessor's Parcels of Developed Property shall be further classified as: Single Family Property (and further classified as Single Family Attached Property or Single Family Detached Property, as needed) or Other Residential Property (for Special Tax A); Single Family Detached Dwelling Unit, Multiple Family Dwelling Unit, or Gated Community Attached Dwelling Unit (for Special Tax B); or Non-Residential Property. For Special Tax A, Assessor's Parcels of Single Family Property shall be assigned to Land Use Classes 1 through 8, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor's Parcels. Also for Special Tax A, Other Residential Property and Non-Residential Property shall be assigned to Land Use Classes 9 and 10, respectively.

C. MAXIMUM SPECIAL TAX

1. Special Tax A

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax A on Developed Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 65 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class.

If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden, excluding property owner association assessments, applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 65 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax A shall be reduced to the extent necessary to cause the Total Tax Burden, excluding property owner association assessments,

that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax A reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax A, the Backup Special Tax A shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax A revenues within the Tentative Tract Map area(s) where the Assigned Special Tax A reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax A and Backup Special Tax A required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate of Modification"), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 65. Upon receipt thereof, if in satisfactory form, CFD No. 65 shall execute such Certificate of Modification. The reduced Assigned Special Tax A and Backup Special Tax A specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 65.

The Special Tax A reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 65 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 65. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax A*

The Maximum Special Tax A that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax A or (ii) the amount derived by application of the Backup Special Tax A. The Maximum Special Tax A shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax A*

The Assigned Special Tax A that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

TABLE 1
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
1	Single Family Property	< 801	$2,718 per Unit
2	Single Family Property	801 – 1,000	$2,875 per Unit
3	Single Family Property	1,001 – 1,200	$3,188 per Unit
4	Single Family Property	1,201 – 1,400	$3,580 per Unit
5	Single Family Property	1,401 – 1,600	$3,822 per Unit
6	Single Family Property	1,601 – 1,800	$3,909 per Unit
7	Single Family Property	1,801 – 2,000	$4,135 per Unit
8	Single Family Property	> 2,000	$4,226 per Unit
9	Other Residential Property		$95,803 per Acre
10	Non-Residential Property		$95,803 per Acre

3) Backup Special Tax A

The Backup Special Tax A shall be $3,701 per Unit for Single Family Property in CFD No. 65. However, if the Expected Residential Lot Count of Single Family Property does not equal 362, and the City has not issued Bonds, then the Backup Special Tax A for Designated Buildable Lots of Single Family Property in CFD No. 65 shall be calculated according to the following formulas:

Backup Special Tax A = $1,339,902 ÷ Expected Residential Lot Count for Single Family Property

If any portion of a Final Subdivision Map, or any area expected by CFD No. 65 to become Final Mapped Property – such as the area within TTM 20399, or any other Tentative Tract Map – changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax A for all Designated Buildable Lots of Single Family Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Tax A that could have been collected from Designated Buildable Lots of Single Family Property, prior to

the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots of Single Family Property that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax A per Unit for Single Family Property.

The Backup Special Tax A for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax A for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be $95,803 per Acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Special Tax B

The Maximum Special Tax B for each Assessor's Parcel classified as Developed Property shall be determined by reference to Table 2 below.

TABLE 2
MAXIMUM SPECIAL TAX B – DEVELOPED PROPERTY

Land Use Class	Maximum Special Tax B Fiscal Year 2024-25
Residential Property	
Single Family Detached Dwelling Unit	$1,501.46 per Unit
Multiple Family Dwelling Unit	$1,301.51 per Unit
Gated Community Attached Dwelling Unit	$1,091.38 per Unit
Non-Residential Property	$0.273800 per Sq. Ft.

On January 1 of each Fiscal Year, commencing January 1, 2025, the Maximum Special Tax B to be applied in the next Fiscal Year shall be subject to an automatic increase at a rate equal to 4.0% of the amount in effect for the prior Fiscal Year.

3. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax A levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax A for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel. The Maximum Special Tax B levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax B for all Units of Residential Property and all Square Footage of Non-Residential Property (based on the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

4. Developed Property Special Tax Obligation

Once an Assessor's Parcel has been taxed in any Fiscal Year as Developed Property, the Assessor's Parcel shall continue to be taxed as Developed Property regardless of changes to or expiration of the original building permit, and regardless of revisions to or destruction of the structure that was, or was expected to be, constructed pursuant to the original building permit.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Special Tax A

Each Fiscal Year, beginning with Fiscal Year 2024-25, the CFD Administrator shall determine the Special Tax A Requirement for such Fiscal Year. The Special Tax A shall then be levied as follows:

First: If needed to satisfy the Special Tax A Requirement, Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax A;

Second: If additional monies are needed to satisfy the Special Tax A Requirement after the first step has been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax A for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the levy of Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased Proportionately from the Assigned Special Tax A up to the Maximum Special Tax A for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax A for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax A Requirement after the first five steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax A for Taxable Public Property.

Notwithstanding the above, under no circumstances shall Special Tax A levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 65 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

2. Special Tax B

Each Fiscal Year, beginning with Fiscal Year 2024-25, the CFD Administrator shall determine the Special Tax B Requirement. The Special Tax B shall then be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax B for such Assessor's Parcel, until the Special Tax B Requirement is satisfied. However, the Special Tax B levied in any Fiscal Year shall not increase by more than 4.0% of the amount of the Special Tax B levied in the prior Fiscal Year.

E. EXEMPTIONS

No Special Tax shall be levied on up to 7.11 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax A under this section shall be subject to the levy of Special Tax A and shall be

taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax A for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax A shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax A obligation pursuant to the formula set forth in Section H.

No Special Tax shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method of Apportionment based on the Land Use Class to which the Assessor's Parcel is assigned.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 65 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX A

The following definitions apply to this Section H:

"CFD Public Facilities" means $16,259,000 for each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 65.

"Expenditures Fund" means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

"Prepayment Period" means one of three periods of time during which a Special Tax prepayment may be made.

"Prepayment Period 1" means July 1, 2024, through June 30, 2058.

"Prepayment Period 2" means July 1, 2058, through June 30, 2091.

"Prepayment Period 3" means July 1, 2091, through June 30, 2125.

Only Special Tax A may be prepaid; Special Tax B shall continue to be levied on an annual basis on all Developed Property in CFD No. 65.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax A may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2023, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax A Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax A Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.

2. Compute the Assigned Special Tax A and Backup Special Tax A for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax A which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax A and Backup Special Tax A for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax A computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax A for CFD No. 65 based on the Developed Property Special Tax A which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 65, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Special Tax A computed pursuant to Paragraph 2 by the estimated total Backup Special Tax A at buildout of CFD No. 65, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Compute the Future Facilities Costs for the applicable Prepayment Period.

7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.

9. Determine the Special Tax A levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".

11. Verify the administrative fees and expenses of CFD No. 65, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.

13. The Special Tax A prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 65.

The Special Tax A Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such cases, the increment above $5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax A levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax A levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that

Special Tax A has been prepaid and that the obligation of such Assessor's Parcel to pay Special Tax A shall cease.

With respect to Special Tax A for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay Special Tax A shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that Special Tax A has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay Special Tax A will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay Special Tax A resumes, Special Tax A for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax A prepayment shall be allowed unless the amount of Maximum Special Tax A that may be levied on Taxable Property within CFD No. 65 (after excluding 1.86 Acres of Public Property and 3.58 Acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax A on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2023, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment
PF = the Prepayment Amount (full prepayment) for Special Tax A calculated according to Section H.1
AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above
% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying Special Tax A

The Special Tax A partial prepayment amount must be sufficient to redeem at least a $5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay Special Tax A and the percentage by which Special Tax A shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of Special Tax A for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is

partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 65 that there has been a partial prepayment of Special Tax A and that a portion of Special Tax A with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax A, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of Special Tax A shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay Special Tax A resumes, Special Tax A for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax A shall be levied or collected is Fiscal Year 2124-2125, except that Special Tax A that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years. Special Tax B shall continue to be levied indefinitely on an annual basis on all Developed Property in CFD No. 65.

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 1 OF 2)

CITY OF ONTARIO AND CFD NO. 65 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the "Rate and Method") for City of Ontario Community Facilities District No. 65 (Falloncrest) ("CFD No. 65"), the Assigned Special Tax A and the Backup Special Tax A for Developed Property within CFD No. 65 has been modified.

    a. The information in Table 1 relating to Assigned Special Tax A for Developed Property within CFD No. 65, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
1	Single Family Property	< 801	$[ ] per Unit
2	Single Family Property	801 – 1,000	$[ ] per Unit
3	Single Family Property	1,001 – 1,200	$[ ] per Unit
4	Single Family Property	1,201 – 1,400	$[ ] per Unit
5	Single Family Property	1,401 – 1,600	$[ ] per Unit
6	Single Family Property	1,601 – 1,800	$[ ] per Unit
7	Single Family Property	1,801 – 2,000	$[ ] per Unit
8	Single Family Property	> 2,000	$[ ] per Unit
9	Other Residential Property		$[ ] per Acre
10	Non-Residential Property		$[ ] per Acre

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 2 OF 2)

b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax A shall be $[___] per Unit for Single Family Property. However, if the Expected Residential Lot Count of Single Family Property does not equal 362, and the City has not issued Bonds, then the Backup Special Tax A for Designated Buildable Lots of Single Family Property in CFD No. 65 shall be calculated according to the following formulas:

Backup Special Tax A = $[_____] ÷ Expected Residential Lot Count for Single Family Property

2. The Special Tax A for Developed Property may only be modified prior to the first issuance of CFD No. 65 Bonds.

3. Upon execution of this certificate by CFD No. 65, CFD No. 65 shall cause an amended notice of Special Tax lien for CFD No. 65 to be recorded reflecting the modifications set forth herein.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By:_____ Date:_____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax A and Backup Special Tax A for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

By:_____ Date:_____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST) TO INCUR BONDED INDEBTEDNESS

WHEREAS, on April 16, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services; and

WHEREAS, on April 16, 2024, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Declaring it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution Declaring Necessity"), declaring it necessary for the Community Facilities District to incur bonded indebtedness and setting May 21, 2024 as the date for a public hearing to be held on the proposed debt authorization; and

WHEREAS, pursuant to the Resolution Declaring Necessity, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on May 21, 2024, the City Council opened said public hearing and continued said public hearing to this date; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, at said public hearing, any person interested, including persons owning property within the area and desiring to appear and present any matters material to the questions set forth in the Resolution Declaring Necessity appeared and presented such matters; and

WHEREAS, oral or written protests against the proposed debt issue were not made or filed at or before said public hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area

of land in the territory proposed to be included in the Community Facilities District and not exempt from the Special Tax; and

WHEREAS, the City Council deems it necessary for the Community Facilities District to incur bonded indebtedness; and

WHEREAS, on this date, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established;" and

WHEREAS, the City Clerk of the City (the "City Clerk") is the election official that will conduct the special election on the proposition to authorize the Community Facilities District to incur bonded indebtedness; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the Community Facilities District as of May 2, 2024, which demonstrates that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District consenting to the waiver of, and waiving, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on June 4, 2024, and consenting to the waiver of, and waiving, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on June 4, 2024;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council deems it necessary for the Community Facilities District to incur the bonded indebtedness.

Section 3. The bonded indebtedness will be incurred for the purpose of financing the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose, including, but not limited to, such costs and estimated costs as are described in Section 53345.3 of the Act.

Section 4. In accordance with the previous determination of the City Council, the whole of the Community Facilities District will pay for the bonded indebtedness.

Section 5. The maximum amount of debt to be incurred is $60,000,000.

Section 6. The maximum term the bonds to be issued shall run before maturity is 40 years.

Section 7. The maximum annual rate of interest to be paid shall not exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds, payable semiannually or at such times as the City Council or its designee shall determine, the actual rate or rates and times of payment of such interest to be determined by the City Council or its designee at the time or times of sale of the bonds.

Section 8. The proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the qualified electors of the Community Facilities District.

Section 9. The City Council hereby finds and determines that no persons were registered to vote within the territory of the Community Facilities District as of May 2, 2024, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

Section 10. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have (a) unanimously consented to the waiver of, and have waived, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) unanimously consented to the holding of said election on June 4, 2024, and (c) unanimously consented to the waiver of, and have waived, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on June 4, 2024.

Section 11. The date of the special community facilities district election (which shall be consolidated with the special district election to authorize the Community Facilities District to levy the Special Tax) at which time the proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the voters is June 4, 2024.

Section 12. As authorized by Section 53353.5 of the Act, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities to levy the Special Tax and to establish an appropriations limit of the Community Facilities District shall be combined into one ballot proposition.

Section 13. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot. The voted ballots are required to be received in the office of the City Clerk no later than 7:30 p.m. on June 4, 2024; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

Section 14. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 15. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 16. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST)

WHEREAS, on this date, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation"), establishing City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), proposing that the Community Facilities District be authorized to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services and proposing that an appropriations limit of the Community Facilities District be established at $60,000,000; and

WHEREAS, on this date, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution Deeming Necessity"), deeming it necessary for the Community Facilities District to incur bonded indebtedness in a maximum amount of $60,000,000; and

WHEREAS, pursuant to the provisions of the Act and said resolutions, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish such appropriations limit of the Community Facilities District are to be submitted to the qualified electors of the Community Facilities District at a special election; and

WHEREAS, the City Council desires to designate the City Clerk of the City (the "City Clerk") as the election official for such special election; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the Community Facilities District as of May 2, 2024, which demonstrates that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District consenting to the waiver of, and waiving, any time limit specified by Section 53326 of the Act and any requirement

pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on June 4, 2024 and consenting to the waiver of, and waiving, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on June 4, 2024;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. Pursuant to Sections 53351, 53326 and 53325.7 of the Act, the propositions to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be submitted to the qualified electors of the Community Facilities District at an election called therefor as provided below.

Section 3. The City Clerk is hereby designated as the official to conduct said election.

Section 4. As authorized by Section 53353.5 of the Act, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish such appropriations limit of the Community Facilities District shall be combined into one ballot proposition.

Section 5. The City Council hereby finds and determines that no persons were registered to vote within the territory of the Community Facilities District as of May 2, 2024, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings heretofore held by the City Council on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

Section 6. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have (a) unanimously consented to the waiver of, and have waived, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with

Section 53345 of the Act), (b) unanimously consented to the holding of said election on June 4, 2024, and (c) unanimously consented to the waiver of, and have waived, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on June 4, 2024.

Section 7. The City Council hereby calls a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness in a maximum amount of $60,000,000, to authorize the Community Facilities to levy the Special Tax and to establish the appropriations limit of the Community Facilities District at $60,000,000, which election shall be held at 303 East B Street, Ontario, California, on June 4, 2024, provided, that, in the event the June 4, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearings and offer public comment would be as prescribed in the notice and agenda for such City Council meeting. The City Council has caused to be provided to the City Clerk, as the official to conduct the election, the Resolution of Formation, the Resolution Deeming Necessity, a certified map of sufficient scale and clarity to show the boundaries of the Community Facilities District and a sufficient description to allow the City Clerk to determine the boundaries of the Community Facilities District.

The voted ballots shall be returned to the City Clerk not later than 7:30 p.m. on June 4, 2024; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

Section 8. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot pursuant to Section 4000 *et. seq.* of the California Elections Code. Except as otherwise provided in the Act, the provisions of law regulating elections of the City, insofar as they may be applicable, shall govern the election.

Section 9. The form of the ballot for the election, which sets forth the measure to be submitted to the voters, is attached hereto as Exhibit A and by this reference incorporated herein, and such form of ballot is hereby approved. The City Clerk shall cause to be delivered to each of the qualified electors of the Community Facilities District a ballot in said form, together with all supplies and written instructions necessary for the use and return of the ballot. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

The identification envelope for return of a ballot shall be enclosed with such ballot, shall have the return postage prepaid, and shall contain: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on the identification envelope, (c) the printed name and signature of the voter, (d) the date of signing and place of execution of the declaration described in clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

Analysis and arguments with respect to the measure submitted to the voters are hereby waived, as provided in Section 53327 of the Act.

Section 10. The City Clerk shall accept the ballots of the qualified electors in the office of the City Clerk at 303 East B Street, Ontario, California, to and including 7:30 p.m. on June 4, 2024, whether said ballots be personally delivered or received by mail. The City Clerk shall have available ballots that may be marked at said location on the election day by said qualified electors.

Section 11. The City Council hereby determines that the facilities and services financed by the Community Facilities District are necessary to meet increased demands placed upon local agencies as a result of development occurring in the Community Facilities District.

Section 12. The specific purpose of the bonded indebtedness that the Community Facilities District is proposed to be authorized to incur is the financing of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose, and the proceeds of such bonded indebtedness shall be applied only to such specific purpose.

Upon approval of the proposition to authorize the Community Facilities District to incur bonded indebtedness, and the sale of any bonds evidencing such indebtedness, the City Council shall take such action as may be necessary to cause to be established an account for deposit of the proceeds of sale of the bonds. For so long as any proceeds of the bonds remain unexpended, the Management Analyst, Financial Services of the City shall cause to be filed with the City Council, no later than January 1 of each year, a report stating (a) the amount of bond proceeds received and expended during the preceding year, and (b) the status of any project funded or to be funded from bond proceeds. Said report may relate to the calendar year, fiscal year, or other appropriate annual period, as the Management Analyst, Financial Services of the City shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the City Council.

Section 13. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election called pursuant hereto, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 14. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 15. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

OFFICIAL BALLOT

CITY OF ONTARIO
June 4, 2024

SPECIAL ELECTION

This ballot is for a special, landowner election. The number of votes to be voted pursuant to this ballot is ____.

INSTRUCTIONS TO VOTERS:

To vote on the measure, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Ontario and obtain another.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

MEASURE: Shall the measure to authorize City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $60,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $60,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on June 4, 2024 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" and "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness," be adopted?

Yes: ☐

No: ☐

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN

WHEREAS, on June 4, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 65 (Falloncrest)" (the "Resolution Calling Election"), calling a special election to submit to the qualified electors of City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy a special tax and to establish the appropriations limit of the Community Facilities District; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on June 4, 2024; and

WHEREAS, the City Clerk of the City (the "City Clerk") has certified the canvass of the returns of the election and has filed a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council has received, reviewed and hereby accepts the Canvass.

Section 3. The City Council hereby finds and declares that the ballot proposition submitted to the qualified electors of the Community Facilities District pursuant to the Resolution Calling Election has been passed and approved by such electors in accordance with Section 53355, Section 53328 and Section 53325.7 of the Act.

Section 4. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of San Bernardino a notice of special tax lien in the form required by the Act, said recording to occur no later than 15 days following adoption by the City Council of this Resolution.

Section 5. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 6. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 7. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

[See attached]

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on June 4, 2024, I canvassed the returns of the special election for City of Ontario Community Facilities District No. 65 (Falloncrest) held on June 4, 2024, that the total number of ballots cast in said Community Facilities District and the total number of votes cast for and against the combined ballot proposition submitted to the qualified electors of the Community Facilities District are as follows and that the totals as shown for and against such proposition are true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Ontario Community Facilities District No. 65 (Falloncrest) Special Election, June 4, 2024	23	___	___	___

MEASURE: Shall the measure to authorize City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $60,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $60,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on June 4, 2024 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" and "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness," be adopted?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 4th day of June, 2024.

BY: _____
SHEILA MAUTZ, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST)

WHEREAS, on April 16, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services (the "Services"); and

WHEREAS, on June 4, 2024, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act; and

WHEREAS, subsequent to the close of said hearing, the City Council adopted resolutions entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation"), "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 65 (Falloncrest)," which resolutions established the Community Facilities District, proposed that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposed that an appropriations limit of the Community Facilities District be established and called a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District; and

WHEREAS, on June 4, 2024, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act; and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby authorizes and levies the Special Tax within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit B to the Resolution of Formation (the "Rate and Method"). The Special Tax is hereby levied commencing in fiscal year 2024-25 and in each fiscal year thereafter until the last fiscal year in which the Special Tax is authorized to be levied pursuant to the Rate and Method.

Section 2. The City Council may, pursuant to subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the Special Tax in the current tax year or in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the Special Tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method.

Section 3. The Special Tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method.

Section 4. The proceeds of the Special Tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and Services and incidental expenses pursuant to the Act.

Section 5. The Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the Community Facilities District shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly known as the New Model Colony; and

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony, which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report"); and

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve the New Model Colony; and

WHEREAS, the New Model Colony is now commonly referred to as Ontario Ranch; and

WHEREAS, Lennar Homes of California, LLC, a California limited liability company ("Lennar"), is developing certain of the property within Ontario Ranch (the "Property"); and

WHEREAS, certain of such major backbone infrastructure is required to serve the Property; and

WHEREAS, the City and Lennar desire to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve Ontario Ranch (the "Facilities") so that such development may occur; and

WHEREAS, in order to provide such a mechanism, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), the boundaries of which include the Property; and

WHEREAS, the Community Facilities District is authorized to levy a special tax (the "Special Tax") within the Community Facilities District and issue special tax bonds (the "Bonds") secured by the Special Tax in order to finance certain of the Facilities; and

WHEREAS, it is anticipated that the Special Tax will be levied by the Community Facilities District and that, from time to time, Bonds will be issued by the Community Facilities District; and

WHEREAS, Lennar proposes to construct, or cause to be constructed, certain of the Facilities proposed to be financed by the Community Facilities District pursuant to the Act, and the City proposes to purchase such Facilities from Lennar pursuant to an Acquisition and Funding Agreement by and between the City and Lennar (such Acquisition and Funding Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Acquisition Agreement"); and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City and the Executive Director of Finance of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Acquisition Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Acquisition Agreement by such Authorized Officer.

Section 2. All actions heretofore taken by the officers, employees and agents of the City with respect to the Acquisition Agreement, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 3. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 4. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

CONCURRENCE OF ELECTION OFFICIAL

I, Sheila Mautz, City Clerk of the City of Ontario (the "City"), hereby certify as follows:

(a) that I am the election official responsible for conducting special elections in the City; and

(b) that, pursuant to Section 53326(a) of the Mello-Roos Community Facilities Act of 1982 (the "Act"), I do hereby concur in (i) the holding on the date hereof of the special election to submit to the qualified electors of City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy a special tax and to establish an appropriations limit of the Community Facilities District, as provided in the resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 65 (Falloncrest)," proposed to be adopted by the City Council of the City on the date hereof, and (ii) the waiving by the unanimous consent of the qualified electors of the Community Facilities District of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the election, including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act).

Dated: June 4, 2024

_____
Sheila Mautz, City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City Clerk
City of Ontario
303 East B Street
Ontario, California 91764

NOTICE OF SPECIAL TAX LIEN

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

Pursuant to the requirements of Section 3114.5 of the California Streets and Highways Code and Section 53328.3 of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the undersigned City Clerk of the City of Ontario, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Ontario, County of San Bernardino, State of California. The special tax secured by this lien is authorized to be levied for the purpose of (a) paying the principal of and interest on bonds, the proceeds of which are being used to finance the facilities described in Exhibit A attached hereto and hereby made a part hereof, (b) providing such facilities, and (c) providing the services described in Exhibit A.

The special tax is authorized to be levied within City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") that has now been officially formed and the lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and that shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Act.

The rate, method of apportionment and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax for facilities may be prepaid and permanently satisfied and the lien of the special tax canceled are as set forth in Exhibit B. No provision has been made for the prepayment of the special tax for services.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of San Bernardino, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District in accordance with Section 3115.5 of the California Streets and Highways Code.

The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within the Community Facilities District and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the Community Facilities District recorded at Book 91 of Maps of Assessment and Community Facilities Districts at Page 58, in the office of the County Recorder for the County of San Bernardino, State of California (Document No. 2024-0090697), which map is now the final boundary map of the Community Facilities District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Management Analyst, Financial Services, City of Ontario, 303 East B Street, Ontario, California 91764, (909) 395-2341.

Dated: June ___, 2024

By: _____
Sheila Mautz, City Clerk

EXHIBIT A

FACILITIES AND SERVICES TO BE FINANCED

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of City services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

EXHIBIT C

PROPERTY OWNER AND ASSESSOR'S PARCEL NUMBERS

Name of Property Owner	San Bernardino County Assessor Parcel Nos.
Lennar Homes of California, LLC	0218-324-10 0218-325-44 through and including 0218-325-50 0218-326-01 through and including 0218-326-45 0218-326-47 0218-326-48 0218-334-01 through and including 0218-334-79 0218-335-01 through and including 0218-335-68 0218-335-82 0218-336-01 through and including 0218-336-48 0218-337-01 through and including 0218-337-60 0218-337-76 through and including 0218-337-81
KL LHB DSD AIV LLC	0218-324-11 through and including 0218-324-13 0218-324-21 0218-324-22 0218-324-24 through and including 0218-324-43 0218-325-01 through and including 0218-325-43 0218-325-51 through and including 0218-325-54 0218-326-46 0218-326-49 0218-334-80 0218-334-81 0218-335-69 through and including 0218-335-81 0218-335-83 through and including 0218-335-85 0218-337-61 through and including 0218-337-75 0218-337-82

ACQUISITION AND FUNDING AGREEMENT

by and between

CITY OF ONTARIO

and

LENNAR HOMES OF CALIFORNIA, LLC

Dated as of June 1, 2024

City of Ontario
Community Facilities District No. 65
(Falloncrest)

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ACQUISITION AND FUNDING AGREEMENT

THIS ACQUISITION AND FUNDING AGREEMENT (this "Acquisition Agreement"), dated as of June 1, 2024, is by and between the CITY OF ONTARIO, a general law city organized and existing under the laws of the State of California (the "City"), and LENNAR HOMES OF CALIFORNIA, LLC, a limited liability company organized and existing under the laws of the State of California (the "Developer").

W I T N E S S E T H:

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly known as the New Model Colony;

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony, which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report");

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve the New Model Colony;

WHEREAS, the New Model Colony is now commonly referred to as Ontario Ranch;

WHEREAS, the Developer is developing certain of the property within Ontario Ranch (the "Property");

WHEREAS, certain of such major backbone infrastructure is required to serve the Property;

WHEREAS, the City and the Developer desire to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve the Ontario Ranch (the "Facilities") so that such development may occur;

WHEREAS, in order to provide such a mechanism, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), the boundaries of which include the Property;

WHEREAS, pursuant to the Act, the proceedings of the City Council of the City and an election held within the Community Facilities District, the Community Facilities District is authorized to levy a special tax (the "Special Tax") within the Community Facilities District and issue special tax bonds (the "Bonds") secured by the Special Tax in order to finance certain of the Facilities;

WHEREAS, it is anticipated that the Special Tax will be levied by the Community Facilities District and that, from time to time, Bonds will be issued by the Community Facilities District;

WHEREAS, it is anticipated that, in accordance with the terms set forth in this Acquisition Agreement, the Developer will construct or cause to be constructed certain of the Facilities, that, upon satisfaction of the conditions specified herein, the City will acquire such Facilities and take title thereto and that the Developer will be paid the purchase price thereof, determined as set forth herein, from certain proceeds of the Special Tax, if any, and certain proceeds of the Bonds;

WHEREAS, Section 53313.5 of the Act provides that a community facilities district may only finance the purchase of facilities whose construction has been completed, as determined by the legislative body, before the resolution of formation to establish the community facilities district is adopted pursuant to Section 53325.1 of the Act, except that a community facilities district may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency; and

WHEREAS, the Facilities are to be acquired by the City pursuant to this Acquisition Agreement pursuant to the Act and, specifically, pursuant to the provisions of Sections 53313.5 thereof;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires (a) the terms defined in this Section shall, for all purposes of this Acquisition Agreement, have the meanings herein ascribed thereto, and (b) capitalized undefined terms used herein that are defined in the Indenture shall have the respective meanings ascribed thereto in the Indenture.

"Acceptable Title" means title to land, or an easement therein, delivered free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items that are reasonably determined by the City not to interfere with the intended use of such land or easement and therefore are not required to be cleared from title.

"Acceptance Date" means (a) with respect to a Segment, the date on which such Segment is accepted by the City pursuant to Section 2.2(e) hereof, and (b) with respect to a Component, the date on which the last Segment that is part of such Component is accepted by the City pursuant to Section 2.2(e) hereof.

"Acquisition Agreement" means this Acquisition and Funding Agreement, dated as of June 1, 2024, by and between the City and the Developer, as originally executed or as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Act" means the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 *et seq.* of the California Government Code.

"Actual Cost" means, with respect to a Segment, as the description thereof is reflected in the then current Plans therefor, an amount equal to the sum of (a) the Developer's actual, reasonable cost of constructing such Segment (including grading for such construction), including labor, material and equipment costs and professional services directly related to materials testing, (b) the Developer's actual, reasonable cost of designing and preparing the Plans for such Segment, including engineering services provided in connection with designing and preparing such Plans, (c) the Developer's actual, reasonable cost of any performance and maintenance bonds and insurance, including title insurance, required hereby for such Segment, (d) the Developer's actual, reasonable cost of any real property or interest therein, other than any such real property or interest therein to be conveyed with a Circulation System Segment, which real property or interest therein is either necessary for the construction of such Segment (*e.g.*, temporary construction easements, haul roads, etc.) or is required to be conveyed with such Segment in order to convey Acceptable Title thereto to the City or its designee, (e) the Developer's actual, reasonable cost of environmental evaluations required in the City's reasonable determination specifically for such Segment, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Segment, including City plan check, processing and inspection fees for such Segment, (g) the Developer's actual, reasonable cost for construction management services for such Segment, which cost shall not exceed 5% of the cost

of constructing such Segment, as determined pursuant to clause (a) of this definition, and (h) the Developer's actual, reasonable cost for professional services directly related to the construction of such Segment, including engineering, inspection, construction staking and similar professional services, all as specified in a Payment Request that has been reviewed and approved by the City Engineer; provided, however, that (i) no item of cost relating to a Segment shall be included in more than one category of cost specified in clauses (a) through (h) of this definition, (ii) except with respect to items of cost for construction management services specified in clause (g) that are provided by the Developer or an Affiliate thereof rather than a third party, each item of cost shall include only amounts actually paid by the Developer to third parties, other than Affiliates of the Developer, and shall not include overhead or other internal expenses of the Developer, and (iii) the aggregate cost of items specified in clauses (e) through (h) shall not exceed 30% of the cost of constructing such Segment, as determined pursuant to clause (a) of this definition.

"Affiliate" of another Person means (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as trustee, guardian, or other fiduciary, 50% or more of any class of equity securities of such other Person, and (b) each Person that controls, is controlled by or is under common control with or by such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Bonds" means bonds, notes or other obligations of the Community Facilities District payable from the Special Tax and issued under the Indenture.

"Circulation System Segments" means Segment Nos. ST-1 through ST-9 inclusive.

"City" means the City of Ontario, a general law city organized and existing under the laws of the State, and its successors.

"City Council" means the City Council of the City.

"City Engineer" means the City Engineer of the City.

"City Event of Default" means any event or circumstance specified in Section 5.3 hereof.

"Community Facilities District" means City of Ontario Community Facilities District No. 65 (Falloncrest), a community facilities district organized and existing under the laws of the State, and its successors.

"Complete" means, with respect to a Segment, that the construction of such Segment (including all ancillary, non-essential items included in such Segment) by the Developer is, in the reasonable judgment of the City Engineer, in all respects complete.

"Components" means the related groups of Segments identified as such and described in Exhibit A hereto; each Component is comprised of the Segments listed thereunder in Exhibit A.

"Conditions of Approval" means, with respect to any portion of the Property, the conditions of approval of all land use entitlements approved by the City for such portion of the Property and the conditions of any Development Agreement, subdivision improvement agreement or other agreement between the Developer and the City relating to such portion of the Property, which conditions the Developer must satisfy or cause to be satisfied in order to develop such portion of the Property.

"Construction Agreement" means the First Amended and Restated Agreement for Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, made as of August 21, 2012, by and between the City and NMC Builders, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Developer" means Lennar Homes of California, LLC, a limited liability company organized and existing under the laws of the State of California, and its successors and assigns.

"Developer Acquisition Account" means (a) prior to the initial issuance of Bonds, the fund or account established for the Community Facilities District by the City, howsoever denominated, into which the Net Proceeds of the Special Tax are to be deposited, and (b) from and after the initial issuance of Bonds, the account by that name within the Improvement Fund established and held by the Trustee pursuant to the Indenture, into which the Net Proceeds of Bonds available to pay the Purchase Prices of the Segments purchased by the City pursuant hereto are to be deposited.

"Developer Event of Default" means any event or circumstance specified in Section 5.1 hereof.

"Developer Representative" means the person or persons designated as such in a certificate signed by the Developer and delivered to the City, which certificate shall contain an original or specimen signature of each person so designated.

"Development Agreement" means a statutory development agreement between the City and the Developer, entered into pursuant to California Government Code Section 65864 *et seq.*, relating to the development of a portion of the Property.

"DIF Program Costs" has the meaning ascribed thereto in the definition of "Program Costs" or "DIF Program Costs" in the Construction Agreement.

"Effective Date" means June 4, 2024.

"Facilities" means the facilities that are described on Exhibit A hereto.

"General Prevailing Wage Rates" means those rates as determined by the Director of the Department of Industrial Relations of the State of California.

"Hazardous Material" means any hazardous or toxic substance, material or waste that is regulated by any local governmental authority, the State or the United States Government, including any material or substance that is (a) designated as a "hazardous substance" pursuant to

Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321), (b) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, (d) petroleum, or (e) asbestos.

"Improvement Fund" means the fund or account established under the Indenture, howsoever denominated, into the accounts established within which the Net Proceeds of Bonds are to be deposited.

"Indenture" means the indenture, trust agreement, fiscal agent agreement or similar instrument, howsoever denominated, pursuant to which Bonds of the Community Facilities District are issued, as originally executed and as it may be amended, supplemented or otherwise modified in accordance with its terms.

"Member" means a member of NMC Builders.

"Memorandum of Agreement" means the Amended and Restated Memorandum of Agreement, dated as of November 1, 2022, by and between the City and NMC Builders, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Net Proceeds" means (a) the proceeds, if any, of the Special Tax received prior to the initial issuance of Bonds and remaining after the payment or setting aside of, or provision for, administrative expenses of the Community Facilities District, and (b) the proceeds of Bonds remaining after the payment or setting aside of, or provision for (i) the underwriter's discount for such Bonds, (ii) the costs of issuance of such Bonds, including the costs of formation of the Community Facilities District, (iii) any required reserve fund deposit for such Bonds, (iv) capitalized interest on such Bonds, and (v) pre-funded administrative expenses of the Community Facilities District.

"NMC Acquisition Account" means the account by that name within the Improvement Fund established and held by the Trustee pursuant to the Indenture.

"NMC Builders" means NMC Builders, LLC, a limited liability company organized and existing under the laws of the State of California, and its successors and assigns.

"Payment Request" means the document to be provided by the Developer to substantiate the Purchase Price of one or more Segments, which shall be substantially in the form of Exhibit B attached hereto.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Plans" means the plans and specifications for the Facilities prepared or to be prepared by or on behalf of the Developer pursuant to Section 3.1 hereof.

"Property" means the real property located within the boundaries of the Community Facilities District.

"Purchase Price" means, with respect to a Segment, subject to the provisions of Section 2.3 hereof, the Actual Cost of such Segment.

"Rate and Method" means the rate and method of apportionment of the Special Tax approved by the qualified electors of the Community Facilities District.

"Related Property" means, with respect to a Segment, the property on, in or over which such Segment is located, which property, or an easement thereon or other interest therein, is dedicated or otherwise conveyed to the City as provided in Section 2.2(d) hereof.

"Segments" means the discrete portions of the Components identified as such and described in Exhibit A hereto as Segments; provided, however, that each such Segment described therein shall constitute a Segment for purposes of this Acquisition Agreement only if such Segment was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders.

"Special Tax" means the special tax approved by the qualified electors of the Community Facilities District to be levied therein.

"State" means the State of California.

"Substantially Complete" means, with respect to a Circulation System Segment, that the construction of such Circulation System Segment by the Developer has, in the reasonable judgment of the City Engineer, reached a stage of completion sufficient to allow such Circulation System Segment to be utilized for the purpose for which it is intended and that only the construction of ancillary, non-essential items remains incomplete; provided, however, that a Circulation System Segment shall not be deemed to be Substantially Complete if, in the reasonable judgment of the City Engineer, the cost to complete the construction of such ancillary, non-essential items would exceed 15% of the Purchase Price of such Circulation System Segment.

"Trustee" means the commercial bank or trust company initially designated as trustee under the Indenture, and any successor thereto thereunder substituted in its place as provided therein.

Section 1.2. Rules of Construction. (a) The terms defined herein expressed in the singular shall, unless the context otherwise indicates, include the plural and vice versa.

(b) The use herein of the masculine, feminine or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine or neuter gender, as appropriate.

(c) References herein to a document shall include all amendments, supplements or other modifications to such document, and any replacements, substitutions or novation of, that document.

(d) Any term defined herein by reference to another document shall continue to have the meaning ascribed thereto whether or not such other document remains in effect.

(e) The use herein of the words "including" and "includes," and words of similar import, shall be deemed to be followed by the phrase "without limitation."

(f) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(g) All references herein to designated "Articles," "Sections," "Exhibits," "subsections," "paragraphs," "clauses," and other subdivisions are to the designated Articles, Sections, Exhibits, subsections, paragraphs, clauses, and other subdivisions of this Acquisition Agreement.

(h) The words "hereof" (except when preceded by a specific Section or Article reference) "herein," "hereby," "hereunder," "hereinabove," "hereinafter," and other equivalent words and phrases used herein refer to this Acquisition Agreement and not solely to the particular portion hereof in which any such word is used.

(i) Any reference to a Person, or a Person in a specified capacity, shall be construed to include such Person's successors or such Person's successors in such capacity, as the case may be.

ARTICLE II

ACQUISITION OF FACILITIES

Section 2.1. Acquisition of Facilities; Limited Source of Payments. (a) Subject to the terms and conditions hereof, the Developer hereby agrees to sell to the City, and the City hereby agrees to purchase from the Developer, each Segment for the Purchase Price thereof.

(b) The Purchase Prices of Segments are to be paid from Net Proceeds of the Special Tax, if any, and Net Proceeds of Bonds deposited in the Developer Acquisition Account. Notwithstanding anything to the contrary contained herein, the City shall not be obligated to pay the Purchase Price of any Segment except from the Net Proceeds of the Special Tax and the Net Proceeds of the Bonds so deposited in the Developer Acquisition Account. The City makes no warranty, either express or implied, that the Community Facilities District will be able to issue and sell any Bonds or that the Net Proceeds of the Special Tax and the Net Proceeds of the Bonds so deposited in the Developer Acquisition Account and available for the payment of the Purchase Price of the Segments will be sufficient for such purpose.

(c) The Net Proceeds of the Special Tax and the Net Proceeds of the Bonds shall be applied to the uses in the priorities set forth in the Memorandum of Agreement. If amounts remain in the Developer Acquisition Account after the Purchase Prices of all of the Segments have been paid, such remaining amounts shall be deposited in the NMC Acquisition Account.

Section 2.2. Segment Review; Payment Requests. (a) When the Developer has concluded that the construction of a Segment by the Developer is in all respects complete, the Developer shall deliver to the City Engineer (i) a Payment Request for such Segment, together with all attachments and exhibits to be included therewith, (ii) a copy of the documents conveying, or that previously conveyed, to the City Acceptable Title to the Related Property of such Segment, as described in subsection (d) of this Section, and (iii) a copy of the Notice of Completion of such Segment that will be filed in accordance with Section 3093 of the California Civil Code, if applicable; provided, however, that, if, during the process of designing a Segment, obtaining bids for construction of a Segment or during construction of a Segment, the Developer determines that, because of changed conditions or circumstances, the actual cost of constructing such Segment may materially exceed the Developer's originally estimated cost thereof, the Developer shall, in order to facilitate and expedite the City Engineer's review and verification with respect to such Segment pursuant to subsection (b) of this Section, as soon as practicable, deliver to the City Engineer a written statement describing (i) such changed conditions or circumstances, (ii) the Developer's original estimated cost of constructing such Segment, (iii) the anticipated effect of such changed conditions or circumstances on the Actual Cost of such Segment, and (iv) an explanation as to why including the increased cost resulting from such changed conditions or circumstances would result in the Actual Cost of such Segment being no greater than the actual, reasonable cost thereof, determined in accordance with the provisions of the definition of Actual Cost set forth herein.

(b) Upon receipt of a completed Payment Request (and accompanying documentation) for a Segment, the City Engineer shall conduct a review in order to confirm that such Segment is Complete and was constructed in accordance with the Plans therefor and to

verify and approve the Actual Cost of such Segment specified in such Payment Request. As a reference in determining the reasonable cost of constructing such Segment, the City Engineer may use the most recently updated DIF Program Costs of such Segment, which reflect the City Engineer's determination, as of the date of such update, of the reasonable cost of constructing such Segment, recognizing that, depending on the date of such most recent update, such DIF Program Costs may not reflect the reasonable cost of constructing such Segment at the time it was constructed. The Developer agrees to cooperate with the City Engineer in conducting each such review and to provide the City Engineer with such additional information and documentation as is reasonably necessary for the City Engineer to conclude each such review. The City agrees to cause the City Engineer to conduct such review without unreasonable delay. If the City Engineer determines that the Actual Cost specified in such Payment Request as initially submitted exceeds the Developer's actual, reasonable cost of constructing such Segment, the Developer shall resubmit such Payment Request, with the Actual Cost specified therein modified so as to take into account such determination by the City Engineer. Upon confirmation that such Segment is Complete and has been constructed in accordance with the Plans therefor, and verification and approval of the Actual Cost of such Segment, the City Engineer shall sign the Payment Request, indicating thereon that such Segment is Complete and that the full amount of the Purchase Price of such Segment is eligible for payment, and forward the same to the City.

(c) With respect to a Circulation System Segment, if, as a result of the review described in subsection (b) of this Section, the City Engineer (i) determines that such Circulation System Segment, while not Complete, is Substantially Complete, (ii) confirms that such Circulation System Segment has been constructed in accordance with the Plans therefor, and (iii) verifies and approves the Actual Cost of such Circulation System Segment, the City Engineer shall sign the Payment Request, indicating thereon that such Circulation System Segment is Substantially Complete and that an amount equal to 85% of the Actual Cost of such Circulation System Segment is eligible for payment, and forward the same to the City.

When the Developer completes or causes to be completed all work with respect to such Circulation System Segment and concludes that such Circulation System Segment is Complete, the Developer shall deliver to the City Engineer (i) if as-built drawings or similar plans and specifications for such Circulation System Segment have not previously been submitted to the City Engineer, such drawings or plans and specifications, together with a certification of the Developer that such drawings or plans and specifications are true, correct and complete, and (ii) such information and documentation as is reasonably required by the City Engineer in order for the City Engineer to determine whether such Circulation System Segment is Complete. Upon receipt of such information and documentation, the City Engineer shall conduct a review in order to confirm that such Circulation System Segment is Complete. If, as a result of such review, the City Engineer determines that such Circulation System Segment is Complete, the City Engineer shall sign a copy of the original Payment Request therefor, indicating thereon that such Circulation System Segment is Complete and that the full amount of the Purchase Price of such Segment is eligible for payment, and forward the same to the City.

(d) Acceptable Title to all property on, in or over which each Segment will be located shall be conveyed to the City by way of grant deed, quitclaim, or dedication of such property, or easement thereon, if such easement is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Segment located therein, thereon

or thereover, and to permit the Developer to perform its obligations as set forth in this Acquisition Agreement.

Upon the request of the City, the Developer shall furnish to the City a title report for such property not previously dedicated or otherwise conveyed to the City or its designee, for review and approval at least 20 calendar days prior to the transfer of Acceptable Title to a Segment to the City or its designee. The City shall approve the title report unless it reveals a matter that, in the reasonable judgment of the City, could materially affect the City's or its designee's use and enjoyment of any part of the property or easement covered by the title report. In the event the City does not approve the title report, the City shall not be obligated to accept title to such Segment until such objections to title have been cured to the reasonable satisfaction of the City.

(e) Upon (i) the execution by the City Engineer of a Payment Request for a Segment indicating that such Segment is Complete, and (ii) the City's determination that Acceptable Title to the property on, in or over which each Segment is located has been or is being conveyed to the City, such Segment shall be accepted by the City. The Developer shall transfer to the City, by appropriate instrument in accordance with the Conditions of Approval, title to each Segment accepted by the City pursuant hereto; provided, however, that notwithstanding such transfer, as provided in Section 3.6 hereof, the Developer shall be responsible for the maintenance of such Segment until the Acceptance Date of the Component of which such Segment is a part.

Section 2.3. Payment of Purchase Price. (a) Upon receipt of a reviewed and fully signed Payment Request pursuant to Section 2.2(b) hereof indicating that a Segment is Complete and that the Purchase Price of such Segment is eligible for payment, the City shall, within five business days of the approval and confirmation thereof by the City Engineer, by written request, direct the Trustee to pay from the Developer Acquisition Account such Purchase Price. If the Payment Request for a Segment requests that the Purchase Price requested to be paid pursuant thereto be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached thereto as Attachment B, the City shall direct the Trustee to pay from the Developer Acquisition Account such Purchase Price or portion thereof to such Person or Persons.

(b) Upon receipt of a reviewed and fully signed Payment Request pursuant to Section 2.2(c) hereof indicating that a Circulation System Segment is Substantially Complete and that an amount equal to 85% of the Purchase Price of such Circulation System Segment is eligible for payment, the City shall, within five business days of the approval and confirmation thereof by the City Engineer, by written request, direct the Trustee to pay from the Developer Acquisition Account 85% of the Purchase Price of such Circulation System Segment. If the Payment Request for a Circulation System Segment requests that the 85% of the Purchase Price of such Circulation System Segment requested to be paid pursuant thereto be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached thereto as Attachment B, the City shall direct the Trustee to pay from the Developer Acquisition Account such 85% of such Purchase Price or portion thereof to such Person or Persons.

ARTICLE III

CONSTRUCTION OF FACILITIES

Section 3.1. Preparation and Approval of Plans and Specifications. The Developer shall cause Plans to be prepared for the Facilities to be acquired pursuant hereto in accordance with the Conditions of Approval. The Developer shall obtain the written approval of the Plans from all appropriate departments of the City or from any other public agency or public utility from which such approval must be obtained. The Developer shall provide copies of all such Plans to the City Engineer. The Plans for a Segment shall be updated from time to time to reflect changed conditions or circumstances with respect thereto, the Developer shall obtain the written approval of such updated Plans from all appropriate departments of the City and the Developer shall provide copies of all such updated Plans to the City Engineer.

Section 3.2. Duty of the Developer to Construct. The Developer shall construct or cause to be constructed the Segments in accordance with the Conditions of Approval and the approved Plans. The Developer shall perform all of its obligations hereunder and shall conduct or cause to be conducted all operations with respect to the construction of the Segments in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified Persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Notwithstanding the foregoing, the Developer shall not be required to construct any Facilities or cause such Facilities to be constructed other than at the time required by, and in accordance with, the Conditions of Approval or to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Acquisition Agreement.

Section 3.3. Public Works Requirements. (a) In order to ensure that the Segments that are acquired by the City pursuant to this Acquisition Agreement are constructed as if they had been constructed under the direction and supervision, or under the authority of, the City, so that they may be acquired pursuant to California Government Code Section 53313.5, the Developer shall comply with or cause to be complied with all of the requirements of this Section for each Segment for which the Developer submits a Payment Request.

(b) Notice inviting sealed bids for the construction of each Segment shall be given as required for public works projects in conformance with the California Public Contracts Code.

(c) The contract for the construction of each Segment shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of such Segment.

(d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to pay at least General Prevailing Wage Rates to all workers employed in the execution of the contract, to post a copy of the General Prevailing Wage Rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise

comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to public works projects of cities.

The Developer shall require, and the specifications and bid and contract documents shall require, for all contracts involving in excess of $30,000 or 20 working days, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to comply with the provisions of Section 1777.5 of the California Labor Code with respect to all apprenticeable occupations upon the project.

(e) In performing its obligations under this Acquisition Agreement, the Developer shall comply with, or cause to be complied with, the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State and the City. In performing its obligations under this Acquisition Agreement, the Developer shall not discriminate in its employment practices against any employee, or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. The Developer shall require that any contract for the construction of any Segment subject the contractor thereunder to the provisions of this subsection.

(f) The Developer shall require that each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, provide proof of insurance coverage satisfying the requirements of Section 3.7 hereof throughout the term of the construction of such Segment; provided, however, that, rather than requiring such contractors, subcontractors, vendors, equipment operators and owner operators to provide such insurance, the Developer may provide the same for the benefit of such contractors, subcontractors, vendors, equipment operators and owner operators.

(g) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to comply, with such other requirements relating to the construction of the Segments as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable federal, State or City laws.

(h) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to submit certified weekly payroll records to the Developer for inspection by the City, and to furnish certified payroll records to the City promptly upon request.

The Developer shall provide proof to the City, at such intervals and in such form as the City may reasonably require, that the foregoing requirements have been satisfied as to all of the Segments for which a Payment Request is submitted pursuant hereto.

Section 3.4. Bonding Requirements. Prior to the commencement of construction of a Segment, the Developer shall secure, or shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on such Segment to secure, appropriate bonds for the construction and completion of construction of such Segment, a faithful performance bond and a bond for the security of laborers and materialmen, each in an amount that is equal to 100% of the contract price for such Segment. If any such bonds for a Segment are provided by such a contractor, subcontractor, vendor, equipment operator or owner operator, the City shall be named as an additional insured on such bonds. Each issuer of any such bond shall be duly authorized to issue such bond in the State. Each such bond shall comply with the provisions of California Government Code Sections 66499.1 and 66499.2.

Section 3.5. Inspection; Completion of Construction. The City shall have primary responsibility for providing inspection of the work of construction of the Segments to ensure that the work of construction is accomplished in accordance with the Plans. The City's personnel shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection. Upon the completion of the construction of a Segment to the satisfaction of the City's inspectors, the Developer shall notify the City and the City Engineer in writing that the construction of such Segment has been completed in accordance with the Plans.

No later than ten days after receiving notification pursuant to Section 2.2(b) or Section 2.2(c) hereof that a Segment was constructed in accordance with the Plans therefor, the Developer shall forthwith file with the San Bernardino County Recorder a Notice of Completion, in form acceptable to the City Engineer, pursuant to the provisions of Section 3093 of the California Civil Code, if applicable. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

Section 3.6. Maintenance of Facilities; Warranties. The Developer shall maintain each Segment in good and safe condition until the Acceptance Date of the Component of which such Segment is a part. Prior to the Acceptance Date of the Component of which such Segment is a part, the Developer shall be responsible for maintaining such Segment in proper operating condition, and shall perform such maintenance on such Segment as the City Engineer reasonably determines to be necessary. As of the Acceptance Date of the Component of which a Segment is a part, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third Persons with respect to such Segment. The Developer shall warrant each Segment to be free from construction defects (and shall correct or cause to be corrected any such defects) for a period of one year from the Acceptance Date of the Component of which such Segment is a part, or alternatively, shall provide a bond reasonably acceptable in form and substance to the City and the Developer for such period and such purpose to ensure that such defects that appear within said period will be repaired, replaced or corrected by the Developer, at its own cost and expense, to the reasonable satisfaction of the City. The Developer shall continue to repair, replace or correct any such defects within 30 Days after written notice thereof by the City to the Developer, and shall complete such repairs, replacement or correction as soon as practicable.

Section 3.7. Insurance Requirements. The Developer shall, at all times prior to the final Acceptance Date of all Segments, maintain, deliver to the City and keep in full force and

effect, the following insurance policies or, pursuant to Section 3.3(f) hereof, cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to so maintain, deliver and keep the same in full force and effect:

(a) a protective liability policy providing for not less than the following amounts:

Bodily Injury	$1,000,000 each person $2,000,000 each occurrence $1,000,000 each accident for products and completed operations
Property Damage	$1,000,000 each accident
Workers' Compensation	Statutory, with a waiver of subrogation in favor of the City

(b) Automobile Liability Insurance to include all owned, non-owned or non-hired vehicles, including loading and unloading thereof:

Automobile Bodily Injury	$1,000,000 each person $2,000,000 each occurrence
Automobile Property Damage	$1,000,000 each accident

Each liability insurance policy shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The following statement shall be included on the insurance certificate:

Additional Insured: The insurer agrees that the City, its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants, agents or employees of the City, when acting as such, are additional insureds hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City.

The Developer may effect such coverage under blanket insurance policies; provided, however, that (a) such policies are written on a per occurrence basis, (b) such policies comply in all other respects with the provisions of this Section, and (c) the protection afforded the City under any such policy shall be no less than that which would be available under a separate policy relating only to the Segments. All policies of insurance shall be with companies licensed or approved by the California Commissioner of Insurance and rated A-VII or better in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

If the Developer fails to maintain or cause to be maintained any insurance required hereby, the City may, but shall not be obligated to, procure such insurance and recover the amount of the premiums therefor from the Developer or retain such amount from any monies due to the Developer under this Acquisition Agreement. The failure of the City to procure any such insurance shall in no way relieve the Developer of any of its obligations under this Acquisition Agreement.

Section 3.8. Ownership of Facilities. Notwithstanding the fact that some or all of the Facilities may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the City, the Facilities shall be and remain the property of the Developer until title thereto is conveyed to and accepted by the City as provided herein and in the Conditions of Approval. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the California Government Code, and the provisions of this Section and the Conditions of Approval shall control.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

Section 4.1. Representations and Warranties of the Developer. The Developer makes the following representations and warranties for the benefit of the City:

(a) *Organization*. The Developer represents and warrants that the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State, is authorized to conduct business and is in good standing under the laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) *Authority*. The Developer represents and warrants that the Developer has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) *Binding Obligation*. The Developer represents and warrants that this Acquisition Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) *Environmental Matters Relating to Segments*. The Developer represents and warrants that none of the Developer, any Affiliate of the Developer, or any subcontractor, agent or employee of the Developer or an Affiliate thereof, has used, generated, manufactured, procured, stored, released, discharged or disposed of (whether accidentally or intentionally) any Hazardous Material on, under or in any Segment or the Related Property of such Segment, or transported (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material.

The Developer represents and warrants that, as of the Acceptance Date of each Segment, there will not be present on, under or in such Segment or the Related Property of such Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, or (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof has received notice of, and, to the best of the Developer's knowledge,

there is not, any proceeding or formal inquiry by any governmental authority, body or agency with respect to the presence of Hazardous Materials on, under or in any Segment or the Related Property of such Segment, or any portion thereof, or any structure, fixtures, equipment or other objects thereon, or the migration thereof from or to other property.

Section 4.2. Covenants of the Developer. The Developer makes the following covenants for the benefit of the City:

(a) *Completion of Segments*. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Segments to be completed in accordance with this Acquisition Agreement and the Conditions of Approval.

(b) *Compliance with Laws*. The Developer covenants that, while any of the Facilities are owned by the Developer or required pursuant to this Acquisition Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to such Facilities in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting such Facilities or the Property on, in or over which such Facilities are located.

(c) *Payment Requests*. The Developer covenants that (i) it will not request payment pursuant to this Acquisition Agreement for the acquisition of any improvements that are not part of a Segment, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to Payment Requests.

(d) *Financial Records*. Until the Acceptance Date of the last Segment accepted by the City pursuant hereto, the Developer covenants to maintain proper books of record and account for the Facilities and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles and will be available for inspection by the City within a reasonable time after the City submits a written request to the Developer requesting that such books be made available for inspection.

(e) *Environmental Matters Relating to Segments*. The Developer covenants that none of the Developer, any Affiliate of the Developer or any subcontractor, agent or employee thereof, will use, generate, manufacture, procure, store, release, discharge or dispose of (whether accidentally or intentionally) at any time on or prior to the Acceptance Date of each Segment any Hazardous Material on, under or in such Segment or the Related Property of such Segment, or transport (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material in effect at the time of such use, generation, manufacturing, procurement, storage, release, discharge, disposal or transportation.

(f) *Permits*. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Facilities, and that it will pay all fees relating thereto that are required to be paid, in accordance with the Conditions of Approval.

Section 4.3. Covenants of the City. The City makes the following covenants for the benefit of the Developer:

(a) *Completion of Segments*. The City covenants that it will use its reasonable and diligent efforts to take all actions that may be lawfully required of it in issuing permits, processing and approving Plans and inspecting the Segments in accordance with this Acquisition Agreement.

(b) *Payment Requests*. The City covenants that it will diligently follow all procedures set forth in this Acquisition Agreement with respect to Payment Requests.

(c) *Developer Acquisition Account*. The City covenants (i) that, if the Special Tax is to be levied and collected prior to the issuance of Bonds, the City will, at or prior to the first receipt of proceeds of the Special Tax, establish the Developer Acquisition Account, (ii) that the City will deposit the Net Proceeds received prior to the issuance of Bonds in the Developer Acquisition Account, and (iii) that upon the issuance of Bonds, the City will transfer or cause to be transferred any Net Proceeds remaining in the Developer Acquisition Account to the Trustee for deposit in the Developer Acquisition Account established under the Indenture.

(d) *Accounting*. The City covenants to provide the Developer, within 30 days following the Developer's written request, an accounting of the Developer Acquisition Account, showing the current balance therein and all deposits thereto and disbursements therefrom since the last such accounting. The Developer shall not make more than two such written requests in any calendar year.

Section 4.4. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City and the Community Facilities District, and its respective officers, employees and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees and court costs that any Indemnified Party may suffer or that may be sought against or recovered or obtained from any Indemnified Party as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, installation or financing of the Facilities, (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Acquisition Agreement or in any certifications delivered by the Developer pursuant hereto or in connection with the issuance of any Bonds, (c) the release, threatened release, storage, treatment, transportation or disposal (as such terms are defined in applicable law) of any Hazardous Materials on, under, in, from or to any portion of the Property while such portion of the Property is owned by the Developer or an Affiliate thereof, and (d) any act or omission of the Developer, any Affiliate of the Developer or any of their subcontractors, or their respective officers, employees or agents, in connection with the Facilities, including noncompliance with any covenants made by the Developer in this Acquisition Agreement. If the Developer fails to do so,

the Indemnified Party shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to and recover the same from the Developer.

Upon receipt by an Indemnified Party of notice of any claim, loss, expense, suit, action, decree, judgment or award for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section, such Indemnified Party shall promptly notify the Developer in writing of such claim, loss, expense, suit, action, decree, judgment or award. Neither the Developer nor an Indemnified Party shall, without the other's written consent, settle, compromise or consent to the entry of judgment with respect to any claim, suit or action for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section.

No indemnification is required to be paid by the Developer for any claim, loss or expense (a) arising from the willful misconduct or negligence of an Indemnified Party, or (b) arising from the use or operation of a Segment after the Acceptance Date of the Component of which such Segment is a part, unless such claim, loss or expense results from the defective or improper design, construction or installation of such Segment.

The provisions of this Section shall survive the termination of this Acquisition Agreement.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES; FORCE MAJEURE

Section 5.1. Developer Events of Default. The following shall be Developer Events of Default:

(a) the Developer shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(b) the Developer shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the Developer, or shall suffer an attachment or levy of execution to be made against its property unless, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(c) except to the extent that the Developer's obligation to construct or cause to be constructed the Facilities is excused pursuant to Section 5.5 hereof, the Developer shall abandon construction of the Facilities that, as of the time of such abandonment, the Developer is required to construct or cause to be constructed in accordance with the Conditions of Approval (failure for a period of three consecutive months or failure for two periods of two consecutive months to undertake substantial work related to the construction of the Facilities shall constitute a non-exclusive example of such abandonment);

(d) the Developer shall breach any covenant or default in the performance of any obligation under this Acquisition Agreement and such breach or default shall have continued for a period of 60 days after written notice thereof, specifying such breach or default and requiring the same to be remedied, shall have been given to the Developer by the City; provided, however, that, if in the reasonable opinion of the City such breach or default can be corrected, but not within such 60 day period, such breach or default shall not constitute a Developer Event of Default if corrective action is instituted by the Developer within such 60 day period and the Developer thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the City to be appropriate under the circumstances;

(e) any representation or warranty of the Developer set forth herein or in any certifications delivered by the Developer hereunder shall prove to have been false or misleading in any material respect when made or deemed made;

(f) the Developer shall transfer any of its rights or obligations under this Acquisition Agreement, without the prior written consent of the City, as provided in Section 6.3 hereof;

(g) the Developer shall have made any material misrepresentation or material omission in any written materials furnished in connection with any preliminary official

statement, official statement or bond purchase contract that has not been corrected and is used in connection with the sale of any Bonds;

(h) the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement shall at any time bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the Community Facilities District, the levy of the Special Tax in accordance with the Rate and Method or the validity of the Bonds or the proceedings leading up to their issuance; provided, however, that the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement that owns any of the Property may bring an action or suit contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method;

(i) the Developer shall materially fail to complete the Facilities as contemplated by this Acquisition Agreement and the Conditions of Approval and such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Developer by the City; provided, however, that, if in the reasonable opinion of the City such failure can be corrected, but not within such 60 day period, such failure shall not constitute a Developer Event of Default if corrective action is instituted by the Developer within such 60 day period and the Developer thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the City to be appropriate under the circumstances; or

(j) the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement that owns any of the Property on which the Special Tax has been levied shall fail to pay such Special Tax as and when due and such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Developer by the City.

Section 5.2. Remedies for Developer Events of Default. (a) If a Developer Event of Default described in subsection (a), (b) or (h) of Section 5.1 hereof occurs, this Acquisition Agreement shall automatically terminate.

(b) If a Developer Event of Default described in subsection (c), (d), (e), (f), (g), (i) or (j) of Section 5.1 hereof occurs and is continuing, the City may terminate this Acquisition Agreement by delivering a written notice of such termination to the Developer.

(c) If a Developer Event of Default occurs and is continuing, the City may pursue any other remedy at law or equity available with respect thereto.

(d) If this Acquisition Agreement is terminated pursuant to this Section, the City may, but shall not be obligated to, complete the acquisition, construction and installation of any Segment not theretofore acquired from the Developer pursuant hereto, and the City may use all or any portion of the monies in the Developer Acquisition Account to pay for such acquisition,

construction and installation. In the event of such termination, the Developer shall have no claim or right to any further payment of the Purchase Price of any Segment.

Section 5.3. City Events of Default. The following shall be City Events of Default:

(a) the City shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(b) the City shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the City, or shall suffer an attachment or levy of execution to be made against its property, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(c) the City shall breach any covenant or default in the performance of any obligation under this Acquisition Agreement and such breach or default shall have continued for a period of 60 days after written notice thereof, specifying such breach or default and requiring the same to be remedied, shall have been given to the City by the Developer; provided, however, that, if in the reasonable opinion of the Developer such breach or default can be corrected, but not within such 60 day period, such breach or default shall not constitute a City Event of Default if corrective action is instituted by the City within such 60 day period and the City thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the Developer to be appropriate under the circumstances;

(d) any representation or warranty of the City set forth herein shall prove to have been false or misleading in any material respect when made; and

(e) the City shall transfer any of its respective rights or obligations under this Acquisition Agreement, without the prior written consent of the Developer, as provided in Section 6.3 hereof.

Section 5.4. Remedies for City Events of Default. (a) If a City Event of Default occurs and is continuing, the Developer may terminate this Acquisition Agreement by delivering a written notice of such termination to the City.

(b) If a City Event of Default occurs and is continuing, the Developer may pursue any other remedy at law or equity available with respect thereto; provided, however, that the City shall not be liable in damages to the Developer. In light of the foregoing, the Developer shall not sue for or claim any damages for any alleged breach of, or dispute that arises out of, this Acquisition Agreement.

(c) The Developer understands and acknowledges that the City would not have entered into this Acquisition Agreement if it were to be liable in damages under or with respect to this Acquisition Agreement. Any and all obligations of the City hereunder shall be payable only from amounts on deposit in the Developer Acquisition Account. The City shall have no

pecuniary liability under this Acquisition Agreement for any act or omission of the City, except as set forth in this Section.

Section 5.5. Force Majeure. (a) Except as may be specifically provided in this Acquisition Agreement, the performance by the City or the Developer of its respective obligations hereunder shall be excused during, and the period of time for performance of its respective obligations hereunder shall be extended for a period of time equal to, any period of delay caused by reason of (i) acts of God or civil commotion, (ii) riots, strikes, picketing or other labor disputes, (iii) shortages of materials or supplies, (iv) damage to work in progress by reason of fire, floods, earthquakes or other casualty, (v) enactment of laws that prevent or preclude compliance by the City or the Developer with a material provision of this Acquisition Agreement, (vi) administrative proceedings challenging the Community Facilities District, any Bonds, this Acquisition Agreement or a Payment Request brought by Persons other than the City or the Developer, or any Affiliate thereof, (vii) litigation, including the pendency thereof, brought by Persons other than the City or the Developer, or any Affiliate thereof, including litigation challenging the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement or a Payment Request, (viii) pendency of initiatives or referenda affecting the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request, or (ix) any other cause beyond the reasonable control of the City or the Developer, respectively; provided, however that, as to any party (A) the financial inability of such party itself to perform under this Acquisition Agreement, and (B) the negligence or willful misconduct of such party shall not constitute a permitted delay for purposes of this Section and, provided, further, that any action, omission, or failure to approve a Payment Request, or the imposition of additional requirements or restrictions in connection therewith by the City, caused by the Developer's actual failure to comply with applicable laws or regulations or the provisions of this Acquisition Agreement (other than an actual failure to comply that results from the enactment of laws that prevent or preclude compliance by a party with a material provision of this Acquisition Agreement, administrative proceedings challenging the Community Facilities District, any Bonds, this Acquisition Agreement, a Payment Request, litigation brought by Persons other than a party hereto, or an Affiliate of a party hereto, including litigation challenging the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement, a Payment Request, or initiative or referenda affecting the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement, a Payment Request), shall not constitute a permitted delay for the Developer for purposes of this Section.

(b) If the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party shall give the other party hereto written notice of the commencement of such permitted delay within 30 days after first gaining knowledge of such permitted delay.

(c) If the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party's performance shall only be excused during, and the period of time for performance of its obligations hereunder shall only be extended for a period of time equal to, the period of time for which the cause of such permitted delay is in effect and is actually causing a delay in performance by such party of its obligations hereunder.

(d) The City and the Developer shall act diligently and in good faith to avoid foreseeable delays in performance and to remove the cause of any permitted delay under this Section or develop a reasonable alternative means of performance of its respective obligations hereunder.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Developer as Independent Contractor. Each of the City and the Developer hereby acknowledges and agrees that the Developer, in performing its obligations under this Acquisition Agreement, is acting as an independent contractor and not an agent of the City. The City shall not have any responsibility for payment to any contractor, subcontractor or supplier of the Developer.

Section 6.2. Other Agreements. Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Acquisition Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Segments.

Section 6.3. Binding on Successors and Assigns. Neither this Acquisition Agreement nor the duties and obligations of the Developer hereunder may be assigned to any Person without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Neither this Acquisition Agreement nor the duties and obligations of the City hereunder may be assigned to any Person, without the written consent of the Developer, which consent shall not be unreasonably withheld, conditioned or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 6.4. Amendments. This Acquisition Agreement may be amended, supplemented or otherwise modified only by an instrument in writing executed and delivered by the City and the Developer.

Section 6.5. Waivers. No waiver of, or consent with respect to, any provision of this Acquisition Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 6.6. Third-Party Beneficiaries. The Community Facilities District shall be a third-party beneficiary hereof. No other Person shall be deemed to be a third-party beneficiary hereof, and nothing in this Acquisition Agreement, either express or implied, is intended to confer upon any Person, other than the City, the Developer and the Community Facilities District and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Acquisition Agreement.

Section 6.7. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

City:	City of Ontario 303 East "B" Street Ontario, California 91764 Attention: Executive Director of Finance
Developer:	Lennar Homes of California, LLC 4140 Temescal Canyon Road, Suite 410 Corona, California 92883 Attention: Geoffrey Smith, Vice President

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, and (d) if given by any other means, upon delivery at the address specified in this Section.

Section 6.8. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Acquisition Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and postjudgment fees and costs) as determined by the court as part of the judgment.

Section 6.9. Severability. If any term or provision of this Acquisition Agreement, or the application of the term or provision to any Person or circumstance is, to any extent, held to be invalid or unenforceable in any jurisdiction, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Acquisition Agreement, or the application of the term or provision to Persons or circumstances other than those as to which the term or provision is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each remaining term or provision of this Assignment Agreement shall be valid and will be enforced to the fullest extent permitted by law.

Section 6.10. Governing Law. This Acquisition Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State.

Section 6.11. Jurisdiction and Venue. Each of the City and the Developer (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Acquisition Agreement shall be brought in a state or local court in the County of San Bernardino or in the

Courts of the United States of America in the district in which said county is located, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue of any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 6.12. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Acquisition Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Acquisition Agreement using an electronic signature, it is signing, adopting and accepting this Acquisition Agreement and that signing this Acquisition Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Acquisition Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Acquisition Agreement in a usable format.

Section 6.13. Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 6.14. Effective Date. This Acquisition Agreement has been dated for convenience purposes only. Notwithstanding the stated date of this Acquisition Agreement, this Acquisition Agreement shall be effective on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Acquisition Agreement as of the day and year first hereinabove written.

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: _____
Geoffrey Smith, Vice President

EXHIBIT A

FACILITIES

The Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Acquisition Agreement only if such Segment was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders:

Storm Drain System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
SD-1	N/A	Storm Drain Facilities	Storm Drain in Grand Park Street from Archibald Avenue to Broadway Avenue

Water and Recycled Water System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
WT-1	N/A	Water System Facilities	8 to 12 inch Water Line in Grand Park Street from Archibald Avenue to Turner Avenue
WT-2	N/A	Water System Facilities	8 to 12 inch Water Line in Broadway Avenue from Ontario Ranch Road to Grand Park Street
WT-3	N/A	Water System Facilities	6 inch Recycled Water Line in Grand Park Street from Archibald Avenue to Turner Avenue
WT-4	N/A	Water System Facilities	6 inch Recycled Water Line in Broadway Avenue from Ontario Ranch Road to 450 linear feet S/O Ontario Ranch Road

Streets and Traffic Circulation System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
ST-1	ST-024	Ontario Ranch Traffic Control System	Signalized Intersection at Archibald Avenue and Grand Park Street
ST-2	ST-024	Ontario Ranch Traffic Control System	Signalized Intersection at Ontario Ranch Road and Broadway Avenue
ST-3	ST-025	Non-Developer ROW, Frontage Improvements	Construct the full width street improvements including curb adjacent lane improvements and full frontage improvements on Grand Park Street along the 1,600 LF of future high school frontage between Broadway Avenue and Turner Avenue
ST-4	N/A	Street System Facilities	Construct the full width street improvements including curb adjacent lane improvements and full frontage improvements on Broadway Avenue, from Ontario Ranch Road to Grand Park Street
ST-5	Last Lane	Construction of last lane improvements	Construction of last-lane street improvements along Tract frontage of Ontario Ranch Road to achieve ultimate half-width. Appropriate pavement transitions shall be designed. These improvements shall include, but not be limited to, concrete curb and gutter, sidewalk, street lights, and signing and striping
ST-6	Last Lane	Construction of last lane improvements	Construction of last-lane street improvements along Archibald Avenue from Eucalyptus Avenue to Ontario Ranch Road to achieve ultimate half-width. Appropriate pavement transitions shall be designed. These improvements shall include, but not be limited to, concrete curb and gutter, sidewalk, street lights, and signing and striping
ST-7	Neighborhood Edge	Neighborhood edge improvements	Construction of neighborhood edge, landscaping, multi-purpose trail, and public improvements in the right-of-way along Tract frontage of Ontario Ranch Road

Streets and Traffic Circulation System Facilities			
ST-8	Neighborhood Edge	Neighborhood edge improvements	Construction of neighborhood edge, landscaping, and public improvements in the right-of-way along Archibald Avenue from Grand Park Avenue to Ontario Ranch Road
ST-9	Neighborhood Edge	Neighborhood edge improvements	Construction of neighborhood edge, landscaping, and public improvements in the right-of-way along Grand Park Avenue from Archibald Avenue to Turner Avenue

Fiber Optic System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
FO-1	FO-004	Distribution Network - Major Streets Conduit System	Fiber conduit in Ontario Ranch Road from Broadway Avenue to Archibald Avenue
FO-2	FO-004	Distribution Network - Major Streets Conduit System	Fiber conduit in Archibald Avenue from Ontario Ranch Road to Eucalyptus Avenue
FO-3	N/A	Fiber Optic System Facilities	Fiber conduit in Grand Park Street from Archibald Avenue to Broadway Avenue
FO-4	N/A	Fiber Optic System Facilities	Fiber conduit in Broadway Avenue from Ontario Ranch Road to Grand Park Street

EXHIBIT B

FORM OF PAYMENT REQUEST

City of Ontario
Community Facilities District No. 65
(Falloncrest)

The City of Ontario (the "City") and Lennar Homes of California, LLC, a California limited liability company (the "Developer"), are parties to the Acquisition and Funding Agreement, dated as of June 1, 2024 (the "Acquisition Agreement"). Capitalized undefined terms use herein shall have the meanings ascribed thereto in the Acquisition Agreement. Pursuant to the Acquisition Agreement, the Developer hereby requests confirmation that the Segment described in Attachment A attached hereto (the "Segment") is [Complete] [Substantially Complete] and hereby further requests approval of the Purchase Price of the Segment. In connection with this Payment Request, the Developer hereby represents and warrants to the City as follows:

(a) The person executing this Payment Request on behalf of the Developer is a Developer Representative, qualified to execute this Payment Request on behalf of the Developer and knowledgeable as to the matters set forth herein.

(b) The Developer has submitted or submits herewith to the City Engineer as-built drawings or similar plans and specifications for the Segments for which payment is requested, and such drawings or plans and specifications, as applicable, are true, correct and complete; provided, however, that if such Segment is a Circulation System Segment, and certification is being requested that such Segment is Substantially Complete but not Complete, such drawings or plans and specifications need not be submitted to the City Engineer until certification is being requested that such Segment is Complete.

(c) Each of the Segments described in Attachment A has been constructed in accordance with the Plans therefor, and in accordance with all applicable City standards and the requirements of the Acquisition Agreement, and the as-built drawings or similar Plans and specifications referenced in paragraph (b) above.

(d) The true and correct Actual Cost of each Segment is set forth in Attachment A.

(e) The Developer has submitted or submits herewith to the City Engineer invoices, receipts, worksheets and other evidence of costs that are in sufficient detail to allow the City Engineer to verify the Actual Cost of each Segment for which payment is requested.

(f) There are no liens, rights to lien or attachment upon, or claims affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or

mechanics' liens accruing by operation of law. Copies of lien releases for all work for which payment is requested hereunder are attached hereto.

(g) No Developer Event of Default has occurred and is continuing.

(h) The representations and warranties of the Developer set forth in Section 4.1 of the Acquisition Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of the date hereof (except that no certification is made with respect to the representations and warranties contained in subsection (d) of said Section 4.1).

(i) As of the date hereof, there is not present on, under or in the Segment or the Related Property of the Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, or (iv) any types or amounts that do not present a human health risk or hazard to the public.

(j) Each of the Segments described in Attachment A was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders.

The Developer hereby declares under penalty of perjury that the above representations and warranties are true and correct.

The Developer hereby requests that the Purchase Price be paid to the Person or Persons, in the amounts, set forth in Attachment B hereto.

Date: _____

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

CONFIRMATION AND APPROVAL BY THE CITY ENGINEER

[The City Engineer has (a) confirmed that the Segment described in Attachment A is Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Complete and the Purchase Price therefor described in Attachment A is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

[The City Engineer has (a) confirmed that the Segment described in Attachment A, which is a Circulation System Segment, is Substantially Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Substantially Complete and $_____, an amount equal to 85% of the Purchase Price therefor described in Attachment A, is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

[The City Engineer previously confirmed that the Segment described in Attachment A was Substantially Complete, and previously indicated that $_____, an amount equal to 85% of the Purchase Price therefor described in Attachment A, was eligible for payment to the Developer pursuant to the Acquisition Agreement. The City Engineer has (a) now confirmed that such Segment is Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Complete and $_____, an amount equal to the remaining 15% of the Purchase Price therefor described in Attachment A is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

Date: _____

CITY ENGINEER OF THE CITY OF ONTARIO

By: _____

ATTACHMENT A

Segment	Purchase Price

ATTACHMENT B

PURCHASE PRICE PAYMENT INSTRUCTIONS

The Developer hereby requests that the Purchase Price be paid to the Person or Persons, in the amounts, set forth below:

Payee No. 1: Pay $_____/__% of the Purchase Price to _____ by wire transfer in accordance with the following instructions:

[Insert wire transfer instructions]

Date: _____

LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

_____

[Note: If Exhibit A to the Acquisition Agreement indicates that the Segment being acquired includes design costs that have been paid by NMC Builders, the Payment Instructions must include an instruction to pay NMC Builders the portion of the Purchase Price allocable to such design costs.]

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

FORMATION HEARING REPORT

CONTENTS

Introduction

A. Authorized Facilities and Services

B. Cost Estimate

C. Proposed Boundaries of the Community Facilities District

Exhibit A – Description of Authorized Facilities and Services

Exhibit B – Incidental Expenses

Exhibit C – Cost Estimate

Exhibit D – Boundary Map

Exhibit E – Supplemental Information

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

INTRODUCTION. The City Council of the City of Ontario (the "City Council") did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), on April 16, 2024, adopt a resolution entitled, "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein" (the "ROI"). In the ROI, the City Council expressly ordered the preparation of a written formation hearing report (the "Hearing Report") for the proposed City of Ontario Community Facilities District No. 65 (Falloncrest) (the "District"), as required by Section 53321.5 of the Act.

Section 53321.5 of the Act does direct that the Hearing Report generally contain the following:

1. A brief description of the public facilities and services by type which will, in the opinion of each officer of the City who is or will be responsible for providing one or more of the types of facilities or services proposed to be financed by the District, be required to adequately meet the needs of the District; and

2. An estimate of the fair and reasonable cost of providing such public facilities and services, including an estimate of the fair and reasonable cost of the incidental expenses proposed to be paid, including any administrative costs, and an estimate of the fair and reasonable cost of all other related expenses.

For particulars, reference is made to the ROI for the District, as previously approved and adopted by the City Council.

NOW, THEREFORE, the following data is submitted pursuant to the direction of the City Council:

A. AUTHORIZED FACILITIES AND SERVICES. A general description of the public facilities and services, and incidental expenses, are as shown in Exhibit "A" and Exhibit "B" attached hereto and hereby made a part hereof.

B. COST ESTIMATE. The cost estimates for the public facilities and services are set forth in Exhibit "C" attached hereto and hereby made a part hereof. Supplemental cost information is provided in Exhibit "E" for reference.

C. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the District are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the authorized public facilities and services. The proposed boundaries of the District are as shown on the boundary map recorded in Book 91 of Maps of Assessment and Community Facilities Districts at Page 58 in the office of the County Recorder for the County of San Bernardino. The boundary map is attached hereto as Exhibit "D" and hereby made a part hereof.

Dated: June 4, 2024

EXHIBIT A

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

DESCRIPTION OF AUTHORIZED FACILITIES AND SERVICES

A. Facilities to be Financed

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

B. Facilities to be Purchased

The types of public facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, and land, rights-of-way and easements necessary for any of such facilities.

C. Services

The types of City services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

EXHIBIT B

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

INCIDENTAL EXPENSES

The incidental expenses proposed to be incurred include the following:

(a) The cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) The costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) Any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT C

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLOMCREST)

COST ESTIMATE

A. ***Facilities (Special Tax A)***

1.	ESTIMATED COST OF FACILITIES [1]	$14,648,000
2.	REPLACEMENT FACILITIES	$37,987,000
3.	INCIDENTALS	
	(a) Bond Reserve Fund [2]	$ 4,163,000
	(b) Bond Discount/Issuance Costs [2]	$ 2,328,000
	(c) Capitalized Interest	$ 874,000
	TOTAL BOND AMOUNTS NEEDED	$60,000,000

[1] All of the facilities may be purchased as completed facilities.
[2] Assumes three series of bonds over 100 years.

B. ***Services (Special Tax B)***

Subject to any land use changes or future annexations, the services cost estimate will not exceed the expected revenues from Residential Property and Non-Residential Property (capitalized terms as defined in the Rate and Method of Apportionment of Special Tax) within the District. However, actual revenues collected and service costs funded each Fiscal Year will depend on development that has taken place in the District, as well as service requirements and related costs. Based on current projections, revenues generated at buildout of the property in the District will be as shown in the table below. If a land use change causes the dwelling unit or building square footage estimates to change, the services cost estimate shall adjust accordingly.

Land Use	Units or Sq. Ft. in Tax Zone 2	Maximum Special Tax Rates Fiscal Year 2024-25 [2]	Maximum Special Tax Revenue Fiscal Year 2024-25
Residential Property			
Single Family Detached Dwelling Unit	0	$1,501.46 per Unit	$0
Multiple Family Dwelling Unit	362	$1,301.51 per Unit	$471,147
Gated Community Attached Dwelling Unit	0	$1,091.38 per Unit	$0
Non-Residential Property	0	$0.273800 per Sq. Ft.	$0
Annual Services Cost Estimate [1]			$471,147

[1] Total incidental expenses for the services component of the CFD, estimated at $30,000, are included in the amount shown.

[2] On January 1 of each Fiscal Year, commencing January 1, 2025, the Maximum Special Tax to be applied in the next Fiscal Year shall be subject to an automatic increase at a rate equal to 4.0% of the amount in effect for the prior Fiscal Year.

Note: Any residual special tax revenue from facilities Special Tax A (primarily, after debt service and District administration) may be used by the City of Ontario to pay for services in accordance with the Rate and Method of Apportionment.

EXHIBIT D

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

BOUNDARY MAP

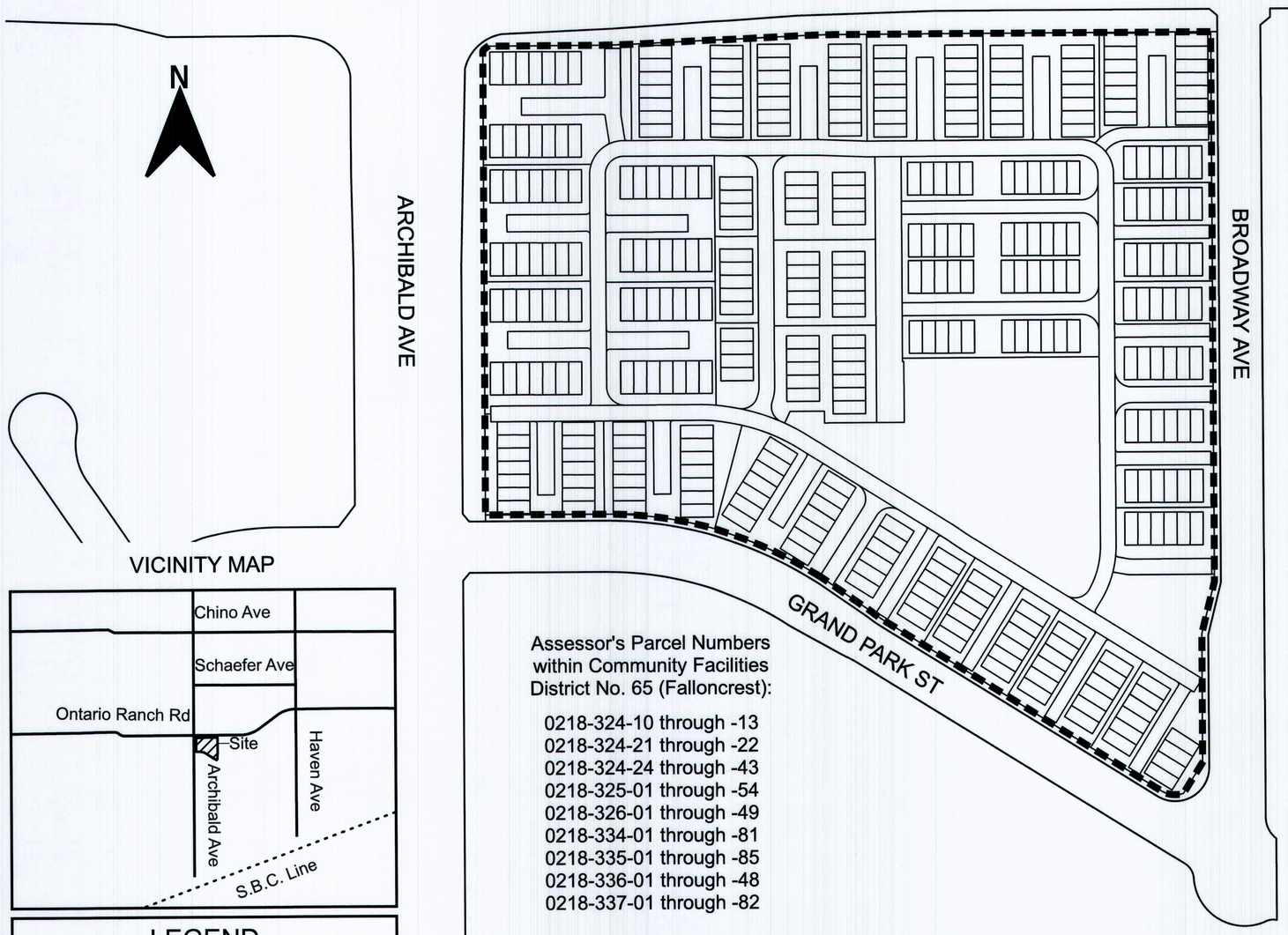
Conformed copy

SHEET 1 OF 1

PROPOSED BOUNDARIES OF

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



VICINITY MAP

LEGEND

- City of Ontario Community Facilities District No. 65 (Falloncrest)
- Assessor's Parcel Lot Line

Assessor's Parcel Numbers within Community Facilities District No. 65 (Falloncrest):

0218-324-10 through -13
0218-324-21 through -22
0218-324-24 through -43
0218-325-01 through -54
0218-326-01 through -49
0218-334-01 through -81
0218-335-01 through -85
0218-336-01 through -48
0218-337-01 through -82

NOTE: Reference is hereby made to the Assessor Maps of the County of San Bernardino for a description of the lines and dimensions of any parcels shown hereon.

(1) Filed in the office of the Clerk of the City of Ontario this 16th day of April, 2024.

Karen McMorrison, Deputy City Clerk
for Sheila Mautz,
Clerk of the City of Ontario, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Ontario Community Facilities District No. 65 (Falloncrest), San Bernardino County, State of California, was approved by the City Council of the City of Ontario at a regular meeting thereof, held on the 16th day of April, 2024, by its Resolution No. 2024-017.

Karen McMorrison, Deputy City Clerk
for Sheila Mautz,
Clerk of the City of Ontario, California

CITY OF ONTARIO INCORPORATED DECEMBER 1891 CALIFORNIA

San Bernardino County Recorder's Certificate

This map has been filed under Document Number 2024-0090697, this 18th day of April, 2024, at 1:25 p.m, in Book 91 of Maps of Assessment and Community Facilities Districts at page 58, in the office of the County Recorder in San Bernardino County, State of California, at the request of the City of Ontario in the amount of $ 11.-

Chris Wilhite
Assessor-Recorder
San Bernardino County

By: _____
Deputy Recorder

GCG
GOODWIN CONSULTING GROUP

EXHIBIT E

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

SUPPLEMENTAL INFORMATION

A. Developer's Estimated Construction Costs

The following table sets forth the estimated construction costs of the public facilities expected to be financed by the District and acquired by the City from Lennar Homes of California, LLC (the "Developer") pursuant to the Acquisition and Funding Agreement (the "Acquisition Agreement"), by and between the City and the Developer, expected to be entered into at the time of formation of the District. The estimated construction costs have been provided by the Developer. Such estimated construction costs are intended to be used solely to facilitate the acquisition process pursuant to the Acquisition Agreement and to assist in confirming the Actual Costs (as defined in the Acquisition Agreement) of the respective Segments (as defined in the Acquisition Agreement) in accordance with the Acquisition Agreement. The City has not evaluated the reasonableness of the Developer's estimated construction costs, takes no responsibility for such estimated construction costs and, in confirming the Actual Costs of a Segment pursuant to the Acquisition Agreement, will not be bound by such estimated construction costs.

Segment No.	Segment Description	Developer's Estimated Construction Costs
SD-1	Storm Drain in Grand Park Street from Archibald Avenue to Broadway Avenue	$586,363
WT-1	8 to 12 inch Water Line in Grand Park Street from Archibald Avenue to Turner Avenue	$449,448
WT-2	8 to 12 inch Water Line in Broadway Avenue from Ontario Ranch Road to Grand Park Street	$218,302
WT-3	6 inch Recycled Water Line in Grand Park Street from Archibald Avenue to Turner Avenue	$352,033
WT-4	6 inch Recycled Water Line in Broadway Avenue from Ontario Ranch Road to 450 linear feet S/O Ontario Ranch Road	$79,639

ST-1	Signalized Intersection at Archibald Avenue and Grand Park Street	$270,368
ST-2	Signalized Intersection at Ontario Ranch Road and Broadway Avenue	$71,693
ST-3	Construct the full width street improvements including curb adjacent lane improvements and full frontage improvements on Grand Park Street along the 1,600 LF of future high school frontage between Broadway Avenue and Turner Avenue	$1,366,767
ST-4	Construct the full width street improvements including curb adjacent lane improvements and full frontage improvements on Broadway Avenue, from Ontario Ranch Road to Grand Park Street	$698,448
ST-5	Construction of last-lane street improvements along Tract frontage of Ontario Ranch Road to achieve ultimate half-width. Appropriate pavement transitions shall be designed. These improvements shall include, but not be limited to, concrete curb and gutter, sidewalk, street lights, and signing and striping	$498,262
ST-6	Construction of last-lane street improvements along Archibald Avenue from Eucalyptus Avenue to Ontario Ranch Road to achieve ultimate half-width. Appropriate pavement transitions shall be designed. These improvements shall include, but not be limited to, concrete curb and gutter, sidewalk, street lights, and signing and striping	$1,134,376
ST-7	Construction of neighborhood edge, landscaping, multi-purpose trail, and public improvements in the right-of-way along Tract frontage of Ontario Ranch Road	$447,970
ST-8	Construction of neighborhood edge, landscaping, and public improvements in the right-of-way along Archibald Avenue from Grand Park Avenue to Ontario Ranch Road	$325,561
ST-9	Construction of neighborhood edge, landscaping, and public improvements in the right-of-way along Grand Park Avenue from Archibald Avenue to Turner Avenue	$71,969
FO-1	Fiber conduit in Ontario Ranch Road from Broadway Avenue to Archibald Avenue	$59,054
FO-2	Fiber conduit in Archibald Avenue from Ontario Ranch Road to Eucalyptus Avenue	$131,959

FO-3	Fiber conduit in Grand Park Street from Archibald Avenue to Broadway Avenue	$112,892
FO-4	Fiber conduit in Broadway Avenue from Ontario Ranch Road to Grand Park Street	$55,403

B. Anticipated Financing Priorities

Set forth below is the amount of the net proceeds of bonds of the District anticipated to be applied to each of the uses specified below. Capitalized undefined terms used below have the meanings ascribed thereto in the Amended and Restated Memorandum of Agreement, dated as of November 1, 2022, by and between the City and NMC Builders, LLC.

TIER I: Payment of Actual Costs of Member Specific Improvements	$6,930,507
PARK FACILITIES: Payment of costs of public improvements constructed by or on behalf of the City in lieu of Park Fees	$4,876,140
TIER II: Payment of Actual Costs of Eligible CFD Facilities that are intended to be acquired by the City from NMC Builders pursuant to the NMC Acquisition Agreement	$2,841,353

CERTIFICATE OF ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES, CONSENTS AND WAIVERS

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

City Council
City of Ontario
303 East B Street
Ontario, California 91764

Members of the City Council:

This Certificate of Acknowledgements, Representations, Warranties, Consents and Waivers (this "Certificate") is delivered by the undersigned, Lennar Homes of California, LLC, a California limited liability company (the "Landowner"), in connection with the special election referred to herein and is submitted to the City Council (the "City Council") of the City of Ontario (the "City") upon and as of the adoption on the date hereof of the resolution of the City Council entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness."

1. Petition. The Landowner hereby acknowledges, confirms and agrees (a) that the Landowner submitted to the City Council the Landowner's Petition to Create a Community Facilities District, dated as April 16, 2024 (the "Petition"), requesting that the City Council institute proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") (i) to establish a community facilities district proposed to be named City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), (ii) to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District, (iii) to establish an appropriations limit of the Community Facilities District, and (iv) to authorize the Community Facilities District to incur bonded indebtedness in a maximum amount of $60,000,000, and (b) that, pursuant to the Petition, the City Council initiated such proceedings.

The Landowner hereby acknowledges, confirms and agrees (a) that the Petition described the real property owned by the Landowner that was to be included within the proposed boundaries of the Community Facilities District, which real property is described in Exhibit A attached hereto and made a part hereof (the "Property"), (b) that the Petition described the boundaries of the territory proposed for inclusion in the Community Facilities District, which boundaries are described in Exhibit B attached hereto and made a part hereof (the "Boundaries of the Community Facilities District"), (c) that the Petition stated the types of public facilities to be financed by the Community Facilities District, which facilities are described under the caption "Facilities" on Exhibit C attached hereto and made a part hereof (the "Facilities"), (d) that the Petition stated the types of services to be financed by the Community Facilities District, which services are described under the caption "Services" on Exhibit C attached hereto and made a part hereof (the "Services"), and (e) that, pursuant to the Petition, the Landowner consented to the waiver of, and waived, all

time limits and all requirements pertaining to the conduct of the election specified in the Act, all notices with respect thereto (other than published notices required under the Act), all voter qualification requirements, all requirements as to the form or content of election materials, all voting procedures (other than the right to vote), all canvass, recount and tie vote procedures, all requirements that there be prepared and included in the ballot material provided to each voter an impartial analysis and arguments and rebuttals, if any, and all requirements as to the form and content of the ballot for the election, including any requirement that the ballot include the type or amount or rate of the Special Tax, the duration of the Special Tax, the use of the revenue derived from the Special Tax or the amount of money to be raised annually from the Special Tax.

2. Proceedings. The Landowner hereby acknowledges, confirms and agrees (a) that, on April 16, 2024, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein" (the "Resolution of Intention"), stating its intention to establish the Community Facilities District, to authorize the Community Facilities District to levy the Special Tax within the Community Facilities District and setting May 21, 2024 as the date for a public hearing to be held on the establishment of the Community Facilities District, (b) that the Landowner had actual notice of said public hearing and that notice of said public hearing has been given in accordance with the Act, (c) that on May 21, 2024, the City Council opened and continued said public hearing to the date hereof, (d) that on the date hereof, the City Council opened, conducted and closed said public hearing, and (e) that none of the establishment of the Community Facilities District, the furnishing of any specified type or types of Facilities or Services within the Community Facilities District or the levying of a specified special tax was precluded by majority protest pursuant to 53324 of the Act. The Landowner hereby acknowledges, confirms and agrees that the rate and method of apportionment of the Special Tax (the "Rate and Method") was set forth in the Resolution of Intention and that the Rate and Method specifies the rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay.

The Landowner hereby acknowledges, confirms and agrees (a) that, on April 16, 2024, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Declaring it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution Declaring Necessity"), declaring it necessary for the Community Facilities District to incur bonded indebtedness, stating the purpose for which the proposed debt will be incurred, stating the maximum amount of the proposed debt and setting May 21, 2024 as the date for a public hearing to be held on the proposed debt authorization, (b) that the Landowner had actual notice of the said public hearing and that notice of said public hearing has been given in accordance with the Act, (c) that on May 21, 2024, the City Council opened and continued said public hearing to the date hereof, and (d) that on the date hereof, the City Council opened, conducted and closed said public hearing.

The Landowner hereby acknowledges, confirms and agrees that, on the date hereof, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District

No. 65 (Falloncrest), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District be Established" (the "Resolution of Formation"), establishing the Community Facilities District, proposing that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposing that an appropriations limit of the Community Facilities District be established and stating that the propositions to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The Landowner hereby acknowledges, confirms and agrees that the Rate and Method was set forth in the Resolution of Formation and that the Rate and Method specifies the rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay.

The Landowner hereby acknowledges, confirms and agrees that, on the date hereof, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution Deeming Necessity"), deeming it necessary for the Community Facilities District to incur bonded indebtedness, stating the purpose for which the bonded indebtedness will be incurred, stating the maximum amount of debt to be incurred, stating the maximum term the bonds to be issued shall run before maturity, stating the maximum annual rate of interest on the bonds and stating that the proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the qualified electors of the Community Facilities District.

3. Special Election. The Landowner hereby acknowledges, confirms and agrees (a) that there has been prepared and included in the agenda for the meeting of the City Council on the date hereof a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 65 (Falloncrest)" (the "Resolution Calling Election"), calling a special election (the "Special Election") to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District, (b) that the form of the official ballot for the Special Election (the "Ballot") is attached as an exhibit to the Resolution Calling Election, and (c) that the measure to be submitted to the voters, as set forth in the Ballot, is as follows:

> Shall the measure to authorize City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $60,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $60,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on June 4, 2024 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities

District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District be Established" and "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness," be adopted?

The Landowner hereby represents and warrants (a) that, as of the date hereof, it is the legal owner of the fee interest in all of the Property and that no other person or entity is the legal owner of all or any portion of the fee interest in any of the Property, (b) that all of the Property is included within the Boundaries of the Community Facilities District, (c) that the Property consists of approximately 15.68 acres not exempt from the Special Tax and comprises approximately 69.2% of the area of land included within the Boundaries of the Community Facilities District and not exempt from the Special Tax, (d) that the Boundaries of the Community Facilities District, as described in Exhibit B hereto, constitute the boundaries of the territory that is included in the Community Facilities District, and (e) that such territory consists of approximately 22.66 acres not exempt from the Special Tax.

The Landowner hereby represents and warrants that, to the best knowledge of the Landowner (a) as of the date hereof, there are no registered voters residing within the Boundaries of the Community Facilities District, and (b) there have been fewer than 12 registered voters residing within the Boundaries of the Community Facilities District during each of the 90 days preceding the date of the close of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District, which date is the date hereof.

The Landowner hereby acknowledges, confirms and agrees that, pursuant to Section 53326(b) of the Act, if fewer than 12 persons have been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District, the vote on the ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be by the landowners of the Community Facilities District and each person who is the owner of land at the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the Community Facilities District not exempt from the Special Tax. The Landowner hereby acknowledges, confirms and agrees that said vote shall, pursuant to Section 53326(b) of the Act, be by the landowners of the Community Facilities District.

The Landowner hereby requests that the Special Election be held on the date hereof. The Landowner hereby acknowledges, confirms and agrees that the Special Election is being expedited at the particular request of the Landowner.

The Landowner hereby requests that the Special Election be conducted using mailed or hand-delivered ballots, that such ballots be opened and canvassed at the Special Election and that the results of the Special Election be certified at the meeting of the City Council being held on the date hereof.

4. Consents and Waivers. The Landowner hereby acknowledges, confirms and agrees that if the Special Election is held on the date hereof, the Special Election will be held less than 90 days after the close, on the date hereof, of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District. The Landowner hereby acknowledges, confirms and agrees that, pursuant to Section 53326 of the Act, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the Special Election, including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), may be waived with the unanimous consent of the qualified electors of the Community Facilities District and the concurrence of the election official conducting the election. The Landowner hereby consents to the waiver of, and hereby waives, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the Special Election (other than the right to have ballots accurately counted), including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), including, but not limited to, all notices with respect thereto (published, mailed or otherwise to be given), any voter qualification requirements, any time limitations, all publication requirements, all pre-election, election or voting procedures (other than the right to vote) and all canvass, recount and tie vote procedures.

The Landowner hereby acknowledges, confirms and agrees that, as the Special Election vote is to be by the landowners of the Community Facilities District, any impartial analysis, arguments or rebuttals, if any, with respect to the Special Election may, pursuant to Section 53327(b) of the Act, be waived with the unanimous consent of all the landowners of the Community Facilities District. The Landowner hereby consents to the waiver of, and hereby waives, the requirements of Section 53327(a) of the Act that there be prepared and included in the ballot material provided to each voter an impartial analysis pursuant to Section 9160, 9280 or 9500 of the California Elections Code (the "Elections Code"), and arguments and rebuttals, if any, pursuant to Sections 9162 to 9167, inclusive, and Section 9190 of the Elections Code or pursuant to Sections 9281 to 9287, inclusive, and Section 9295 of the Elections Code, or pursuant to Sections 9501 to 9507, inclusive, of the Elections Code, or pursuant to other provisions of law applicable to other special districts as appropriate.

The Landowner hereby waives any and all defects in notice or procedure in any proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy the Special Tax and to authorize the Community Facilities District to incur bonded indebtedness, or in the conduct of the Special Election, whether known or unknown.

The Landowner hereby waives all requirements as to the form and content of the Ballot and the Ballot measure for the Special Election, including, without limitation, all requirements that the Ballot measure be condensed, abbreviated or summarized in the Ballot, the requirements in Section 9051 of the Elections Code, the requirements in Section 13119(b) of the Elections Code that the Ballot measure include the amount of money to be raised annually from the Special Tax and the rate and duration of the Special Tax, the provisions of the Taxpayer Protection and Government Accountability Act that would, if enacted, require that the Ballot measure include the type and amount or rate of the Special Tax, the duration of the Special Tax and the use of revenue derived from the Special Tax; provided, however, that, notwithstanding the foregoing, the Landowner is not waiving, and does not waive, the requirement in Section 13247 of the Elections

Code that the Ballot label be followed with the words "Yes" and "No" or the requirements in subsections (a), (c) or (d) of Section 13119 of the Elections Code.

The Landowner hereby waives all requirements as to the preparation, printing and delivery of election materials for the Special Election (other than delivery of the Ballot to each voter as provided in the Act) and the form and content of such election materials, including, without limitation, that a fiscal impact report or statement be prepared, delivered or referenced, that a voter information guide or pamphlet be prepared, printed, delivered or made available and that the full Ballot measure be printed in materials, other than the Ballot, delivered or made available to voters.

The Landowner hereby waives its right to make any protest or complaint or to undertake any legal action challenging the validity of the Special Election.

5. Landowner Fully Informed; Waivers Knowing, Intelligent and Voluntary. The Landowner's request, pursuant to the Petition, that the Community Facilities District be established, that the boundaries of the territory included in the Community Facilities District be the Boundaries of the Community Facilities District, that the territory in the Community Facilities District include the Property (which is real property owned by the Landowner), that the Community Facilities District be authorized to levy the Special Tax, that an appropriations limit of the Community Facilities District be established, that the Community Facilities District be authorized to incur bonded indebtedness in a maximum amount of $60,000,000, that the facilities to be financed by the Community Facilities District be the Facilities and that the services to be financed by the Community Facilities District be the Services, evidences, and the Landowner hereby represents and confirms, that the Landowner was in possession of such information and knowledge as it deemed necessary or appropriate with respect to such matters. The Landowner hereby represents and confirms that it is fully informed with respect to such matters, has a thorough understanding thereof and fully understands the consequences thereof.

The Landowner hereby acknowledges, confirms and agrees that that the Landowner and representatives thereof, including its financial advisor and legal counsel, received, reviewed, participated in discussions regarding, and provided comments and input on the documents and instruments constituting the proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy of the Special Tax, to authorize the Community Facilities District to incur bonded indebtedness and to establish an appropriations limit of the Community Facilities District, including, without limitation, the Petition, the Resolution of Intention, the Resolution Declaring Necessity, the Resolution of Formation, the Resolution Deeming Necessity, the Rate and Method, this Certificate, the Resolution Calling Election, the form of the Ballot, the description of the Facilities and Services to be financed by the Special Tax and the Special Tax analysis prepared by the Landowner's financial advisor.

The Landowner hereby represents and confirms that, by virtue of the Landowner and representatives thereof, including its financial advisor and legal counsel, having received, reviewed, participated in discussions regarding and provided comments and input on the documents and instruments constituting the proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy of the Special Tax, to authorize the Community Facilities District to incur bonded indebtedness and to establish an appropriations limit of the Community Facilities District, and the Landowner's and such representatives' independent

inquiries, investigations and research with respect thereto, the Landowner is in possession of such information and knowledge with respect to such matters as it has deemed necessary or appropriate. The Landowner hereby represents and confirms that it is fully informed with respect to such matters, has a thorough understanding thereof and fully understands the consequences thereof.

The Landowner hereby acknowledges, confirms and agrees (a) that the Rate and Method was set forth in the Petition, the Resolution of Intention and the Resolution of Formation, and (b) that the Rate and Method contains detailed provisions specifying (i) the type of the Special Tax (a special tax) and the amount or rate of the Special Tax to be levied on each parcel of property in the Community Facilities District, (ii) the duration of the Special Tax (the fiscal year after which the Special Tax would no longer be levied), and (iii) the use of the revenue derived from the Special Tax (to pay costs of Facilities, or debt service on debt issued to pay costs of Facilities, to pay costs of Services, to pay administrative costs and to pay or provide for other related costs or expenses). The Landowner hereby acknowledges, confirms and agrees that by virtue of the Ballot's reference to the Resolution of Formation, which sets forth the Rate and Method, and by virtue of the Landowner and representatives thereof, including its financial advisor and legal counsel, receiving, reviewing, participating in discussions regarding and providing comments and input on the Rate and Method, the Landowner has such information and knowledge about the matters described in clause (b) of this paragraph that is at least equal to that it would have had if such matters had been set forth in the Ballot, as the Taxpayer Protection and Government Accountability Act, if enacted, would require.

The Landowner hereby represents and confirms that it has obtained, and is in possession of, such information and knowledge with respect to the Landowner's representations, warranties, acknowledgements, confirmations, agreements, consents and waivers contained in this Certificate as it has deemed necessary or appropriate. The Landowner hereby represents and confirms that it is fully informed with respect to such representations, warranties, acknowledgements, confirmations, agreements, consents and waivers and fully understands the consequences thereof. The Landowner hereby represents and confirms that each such waiver by the Landowner is a knowing, intelligent and voluntary waiver.

6. Authorized Representative. The Landowner hereby states and confirms (a) that the undersigned, Geoffrey Smith, is an authorized representative of the Landowner and has been duly authorized by the Landowner to execute such documents and instruments on behalf of the Landowner as are necessary or appropriate in connection with the Special Election, including this Certificate and the Ballot envelope, and (b) that the signature set forth opposite the name of the undersigned is the genuine signature of such person:

Name	Signature
Geoffrey Smith	

7. Mailing Address. The address of the Landowner for receiving notices and ballots is: Lennar Homes of California, LLC, 4140 Temescal Canyon Road, Suite 410, Corona, California 92883, Attention: Geoffrey Smith, Vice President.

This Certificate of Acknowledgements, Representations, Warranties, Consents and Waivers is dated June 4, 2024.

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: _____
Geoffrey Smith, Vice President

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property consists of the following San Bernardino County Assessor Parcel Numbers:

0218-324-10
0218-325-44 through and including 0218-325-50
0218-326-01 through and including 0218-326-45
0218-326-47
0218-326-48
0218-334-01 through and including 0218-334-79
0218-335-01 through and including 0218-335-68
0218-335-82
0218-336-01 through and including 0218-336-48
0218-337-01 through and including 0218-337-60
0218-337-76 through and including 0218-337-81

EXHIBIT B

BOUNDARIES OF COMMUNITY FACILITIES DISTRICT

The boundaries of the territory which is proposed for inclusion in the Community Facilities District are depicted in the attached map. Such territory consists of the following San Bernardino County Assessor Parcel Numbers:

0218-324-10 through and including 0218-324-13
0218-324-21 through and including 0218-324-22
0218-324-24 through and including 0218-324-43
0218-325-01 through and including 0218-325-54
0218-326-01 through and including 0218-326-49
0218-334-01 through and including 0218-334-81
0218-335-01 through and including 0218-335-85
0218-336-01 through and including 0218-336-48
0218-337-01 through and including 0218-337-82

Signed copy

SHEET 1 OF 1

PROPOSED BOUNDARIES OF

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



Assessor's Parcel Numbers within Community Facilities District No. 65 (Falloncrest):

0218-324-10 through -13
0218-324-21 through -22
0218-324-24 through -43
0218-325-01 through -54
0218-326-01 through -49
0218-334-01 through -81
0218-335-01 through -85
0218-336-01 through -48
0218-337-01 through -82

NOTE: Reference is hereby made to the Assessor Maps of the County of San Bernardino for a description of the lines and dimensions of any parcels shown hereon.

(1) Filed in the office of the Clerk of the City of Ontario this 16th day of April, 2024.

Karen McMorrison, Deputy City Clerk
for Sheila Mautz,
Clerk of the City of Ontario, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Ontario Community Facilities District No. 65 (Falloncrest), San Bernardino County, State of California, was approved by the City Council of the City of Ontario at a regular meeting thereof, held on the 16th day of April, 2024, by its Resolution No. 2024-017.

Karen McMorrison, Deputy City Clerk
for Sheila Mautz,
Clerk of the City of Ontario, California

CITY OF ONTARIO INCORPORATED DECEMBER 1891 CALIFORNIA

San Bernardino County Recorder's Certificate

This map has been filed under Document Number 2024-0090697, this 18th day of April, 2024, at 1:35 p.m, in Book 91 of Maps of Assessment and Community Facilities Districts at page 58, in the office of the County Recorder in San Bernardino County, State of California, at the request of the City of Ontario in the amount of $ ---.

Chris Wilhite
Assessor-Recorder
San Bernardino County

By: _____
Deputy Recorder

GCG
GOODWIN CONSULTING GROUP

2006

EXHIBIT C

FACILITIES AND SERVICES TO BE FINANCED

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of City services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

CERTIFICATE OF ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES, CONSENTS AND WAIVERS

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

City Council
City of Ontario
303 East B Street
Ontario, California 91764

Members of the City Council:

This Certificate of Acknowledgements, Representations, Warranties, Consents and Waivers (this "Certificate") is delivered by the undersigned, KL LHB DSD AIV LLC, a Delaware limited liability company (the "Landowner"), in connection with the special election referred to herein and is submitted to the City Council (the "City Council") of the City of Ontario (the "City") upon and as of the adoption on the date hereof of the resolution of the City Council entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness."

1. **Petition.** The Landowner hereby acknowledges, confirms and agrees (a) that the Landowner submitted to the City Council the Landowner's Petition to Create a Community Facilities District, dated as April 16, 2024 (the "Petition"), requesting that the City Council institute proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") (i) to establish a community facilities district proposed to be named City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), (ii) to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District, (iii) to establish an appropriations limit of the Community Facilities District, and (iv) to authorize the Community Facilities District to incur bonded indebtedness in a maximum amount of $60,000,000, and (b) that, pursuant to the Petition, the City Council initiated such proceedings.

The Landowner hereby acknowledges, confirms and agrees (a) that the Petition described the real property owned by the Landowner that was to be included within the proposed boundaries of the Community Facilities District, which real property is described in Exhibit A attached hereto and made a part hereof (the "Property"), (b) that the Petition described the boundaries of the territory proposed for inclusion in the Community Facilities District, which boundaries are described in Exhibit B attached hereto and made a part hereof (the "Boundaries of the Community Facilities District"), (c) that the Petition stated the types of public facilities to be financed by the Community Facilities District, which facilities are described under the caption "Facilities" on Exhibit C attached hereto and made a part hereof (the "Facilities"), (d) that the Petition stated the types of services to be financed by the Community Facilities District, which services are described under the caption "Services" on Exhibit C attached hereto and made a part hereof (the "Services"), and (e) that, pursuant to the Petition, the Landowner consented to the waiver of, and waived, all time limits and all requirements pertaining to the conduct of the election specified in the Act, all

notices with respect thereto (other than published notices required under the Act), all voter qualification requirements, all requirements as to the form or content of election materials, all voting procedures (other than the right to vote), all canvass, recount and tie vote procedures, all requirements that there be prepared and included in the ballot material provided to each voter an impartial analysis and arguments and rebuttals, if any, and all requirements as to the form and content of the ballot for the election, including any requirement that the ballot include the type or amount or rate of the Special Tax, the duration of the Special Tax, the use of the revenue derived from the Special Tax or the amount of money to be raised annually from the Special Tax.

2. Proceedings. The Landowner hereby acknowledges, confirms and agrees (a) that, on April 16, 2024, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein" (the "Resolution of Intention"), stating its intention to establish the Community Facilities District, to authorize the Community Facilities District to levy the Special Tax within the Community Facilities District and setting May 21, 2024 as the date for a public hearing to be held on the establishment of the Community Facilities District, (b) that the Landowner had actual notice of said public hearing and that notice of said public hearing has been given in accordance with the Act, (c) that on May 21, 2024, the City Council opened and continued said public hearing to the date hereof, (d) that on the date hereof, the City Council opened, conducted and closed said public hearing, and (e) that none of the establishment of the Community Facilities District, the furnishing of any specified type or types of Facilities or Services within the Community Facilities District or the levying of a specified special tax was precluded by majority protest pursuant to 53324 of the Act. The Landowner hereby acknowledges, confirms and agrees that the rate and method of apportionment of the Special Tax (the "Rate and Method") was set forth in the Resolution of Intention and that the Rate and Method specifies the rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay.

The Landowner hereby acknowledges, confirms and agrees (a) that, on April 16, 2024, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Declaring it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution Declaring Necessity"), declaring it necessary for the Community Facilities District to incur bonded indebtedness, stating the purpose for which the proposed debt will be incurred, stating the maximum amount of the proposed debt and setting May 21, 2024 as the date for a public hearing to be held on the proposed debt authorization, (b) that the Landowner had actual notice of the said public hearing and that notice of said public hearing has been given in accordance with the Act, (c) that on May 21, 2024, the City Council opened and continued said public hearing to the date hereof, and (d) that on the date hereof, the City Council opened, conducted and closed said public hearing.

The Landowner hereby acknowledges, confirms and agrees that, on the date hereof, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District be Authorized to Levy a

Special Tax and Proposing that an Appropriations Limit of the Community Facilities District be Established" (the "Resolution of Formation"), establishing the Community Facilities District, proposing that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposing that an appropriations limit of the Community Facilities District be established and stating that the propositions to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The Landowner hereby acknowledges, confirms and agrees that the Rate and Method was set forth in the Resolution of Formation and that the Rate and Method specifies the rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay.

The Landowner hereby acknowledges, confirms and agrees that, on the date hereof, the City Council, pursuant to the Act, adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution Deeming Necessity"), deeming it necessary for the Community Facilities District to incur bonded indebtedness, stating the purpose for which the bonded indebtedness will be incurred, stating the maximum amount of debt to be incurred, stating the maximum term the bonds to be issued shall run before maturity, stating the maximum annual rate of interest on the bonds and stating that the proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the qualified electors of the Community Facilities District.

3. Special Election. The Landowner hereby acknowledges, confirms and agrees (a) that there has been prepared and included in the agenda for the meeting of the City Council on the date hereof a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 65 (Falloncrest)" (the "Resolution Calling Election"), calling a special election (the "Special Election") to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District, (b) that the form of the official ballot for the Special Election (the "Ballot") is attached as an exhibit to the Resolution Calling Election, and (c) that the measure to be submitted to the voters, as set forth in the Ballot, is as follows:

> Shall the measure to authorize City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $60,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $60,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on June 4, 2024 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an

Appropriations Limit of the Community Facilities District be Established" and "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness," be adopted?

The Landowner hereby represents and warrants (a) that, as of the date hereof, it is the legal owner of the fee interest in all of the Property and that no other person or entity is the legal owner of all or any portion of the fee interest in any of the Property, (b) that all of the Property is included within the Boundaries of the Community Facilities District, (c) that the Property consists of approximately 6.98 acres not exempt from the Special Tax and comprises approximately 30.8% of the area of land included within the Boundaries of the Community Facilities District and not exempt from the Special Tax, (d) that the Boundaries of the Community Facilities District, as described in Exhibit B hereto, constitute the boundaries of the territory that is included in the Community Facilities District, and (e) that such territory consists of approximately 22.66 acres not exempt from the Special Tax.

The Landowner hereby represents and warrants that, to the best knowledge of the Landowner (a) as of the date hereof, there are no registered voters residing within the Boundaries of the Community Facilities District, and (b) there have been fewer than 12 registered voters residing within the Boundaries of the Community Facilities District during each of the 90 days preceding the date of the close of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District, which date is the date hereof.

The Landowner hereby acknowledges, confirms and agrees that, pursuant to Section 53326(b) of the Act, if fewer than 12 persons have been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District, the vote on the ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be by the landowners of the Community Facilities District and each person who is the owner of land at the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the Community Facilities District not exempt from the Special Tax. The Landowner hereby acknowledges, confirms and agrees that said vote shall, pursuant to Section 53326(b) of the Act, be by the landowners of the Community Facilities District.

The Landowner hereby requests that the Special Election be held on the date hereof. The Landowner hereby acknowledges, confirms and agrees that the Special Election is being expedited at the particular request of the Landowner.

The Landowner hereby requests that the Special Election be conducted using mailed or hand-delivered ballots, that such ballots be opened and canvassed at the Special Election and that the results of the Special Election be certified at the meeting of the City Council being held on the date hereof.

4. Consents and Waivers. The Landowner hereby acknowledges, confirms and agrees that if the Special Election is held on the date hereof, the Special Election will be held less than 90 days after the close, on the date hereof, of the public hearings on the establishment of the Community Facilities District and the proposed debt authorization of the Community Facilities District. The Landowner hereby acknowledges, confirms and agrees that, pursuant to Section 53326 of the Act, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the Special Election, including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), may be waived with the unanimous consent of the qualified electors of the Community Facilities District and the concurrence of the election official conducting the election. The Landowner hereby consents to the waiver of, and hereby waives, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the Special Election (other than the right to have ballots accurately counted), including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), including, but not limited to, all notices with respect thereto (published, mailed or otherwise to be given), any voter qualification requirements, any time limitations, all publication requirements, all pre-election, election or voting procedures (other than the right to vote) and all canvass, recount and tie vote procedures.

The Landowner hereby acknowledges, confirms and agrees that, as the Special Election vote is to be by the landowners of the Community Facilities District, any impartial analysis, arguments or rebuttals, if any, with respect to the Special Election may, pursuant to Section 53327(b) of the Act, be waived with the unanimous consent of all the landowners of the Community Facilities District. The Landowner hereby consents to the waiver of, and hereby waives, the requirements of Section 53327(a) of the Act that there be prepared and included in the ballot material provided to each voter an impartial analysis pursuant to Section 9160, 9280 or 9500 of the California Elections Code (the "Elections Code"), and arguments and rebuttals, if any, pursuant to Sections 9162 to 9167, inclusive, and Section 9190 of the Elections Code or pursuant to Sections 9281 to 9287, inclusive, and Section 9295 of the Elections Code, or pursuant to Sections 9501 to 9507, inclusive, of the Elections Code, or pursuant to other provisions of law applicable to other special districts as appropriate.

The Landowner hereby waives any and all defects in notice or procedure in any proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy the Special Tax and to authorize the Community Facilities District to incur bonded indebtedness, or in the conduct of the Special Election, whether known or unknown.

The Landowner hereby waives all requirements as to the form and content of the Ballot and the Ballot measure for the Special Election, including, without limitation, all requirements that the Ballot measure be condensed, abbreviated or summarized in the Ballot, the requirements in Section 9051 of the Elections Code, the requirements in Section 13119(b) of the Elections Code that the Ballot measure include the amount of money to be raised annually from the Special Tax and the rate and duration of the Special Tax, the provisions of the Taxpayer Protection and Government Accountability Act that would, if enacted, require that the Ballot measure include the type and amount or rate of the Special Tax, the duration of the Special Tax and the use of revenue derived from the Special Tax; provided, however, that, notwithstanding the foregoing, the Landowner is not waiving, and does not waive, the requirement in Section 13247 of the Elections

Code that the Ballot label be followed with the words "Yes" and "No" or the requirements in subsections (a), (c) or (d) of Section 13119 of the Elections Code.

The Landowner hereby waives all requirements as to the preparation, printing and delivery of election materials for the Special Election (other than delivery of the Ballot to each voter as provided in the Act) and the form and content of such election materials, including, without limitation, that a fiscal impact report or statement be prepared, delivered or referenced, that a voter information guide or pamphlet be prepared, printed, delivered or made available and that the full Ballot measure be printed in materials, other than the Ballot, delivered or made available to voters.

The Landowner hereby waives its right to make any protest or complaint or to undertake any legal action challenging the validity of the Special Election.

5. Landowner Fully Informed; Waivers Knowing, Intelligent and Voluntary. The Landowner's request, pursuant to the Petition, that the Community Facilities District be established, that the boundaries of the territory included in the Community Facilities District be the Boundaries of the Community Facilities District, that the territory in the Community Facilities District include the Property (which is real property owned by the Landowner), that the Community Facilities District be authorized to levy the Special Tax, that an appropriations limit of the Community Facilities District be established, that the Community Facilities District be authorized to incur bonded indebtedness in a maximum amount of $60,000,000, that the facilities to be financed by the Community Facilities District be the Facilities and that the services to be financed by the Community Facilities District be the Services, evidences, and the Landowner hereby represents and confirms, that the Landowner was in possession of such information and knowledge as it deemed necessary or appropriate with respect to such matters. The Landowner hereby represents and confirms that it is fully informed with respect to such matters, has a thorough understanding thereof and fully understands the consequences thereof.

The Landowner hereby acknowledges, confirms and agrees that that the Landowner and representatives thereof, including its financial advisor and legal counsel, received, reviewed, participated in discussions regarding, and provided comments and input on the documents and instruments constituting the proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy of the Special Tax, to authorize the Community Facilities District to incur bonded indebtedness and to establish an appropriations limit of the Community Facilities District, including, without limitation, the Petition, the Resolution of Intention, the Resolution Declaring Necessity, the Resolution of Formation, the Resolution Deeming Necessity, the Rate and Method, this Certificate, the Resolution Calling Election, the form of the Ballot, the description of the Facilities and Services to be financed by the Special Tax and the Special Tax analysis prepared by the Landowner's financial advisor.

The Landowner hereby represents and confirms that, by virtue of the Landowner and representatives thereof, including its financial advisor and legal counsel, having received, reviewed, participated in discussions regarding and provided comments and input on the documents and instruments constituting the proceedings to establish the Community Facilities District, to authorize the Community Facilities District to levy of the Special Tax, to authorize the Community Facilities District to incur bonded indebtedness and to establish an appropriations limit of the Community Facilities District, and the Landowner's and such representatives' independent

inquiries, investigations and research with respect thereto, the Landowner is in possession of such information and knowledge with respect to such matters as it has deemed necessary or appropriate. The Landowner hereby represents and confirms that it is fully informed with respect to such matters, has a thorough understanding thereof and fully understands the consequences thereof.

The Landowner hereby acknowledges, confirms and agrees (a) that the Rate and Method was set forth in the Petition, the Resolution of Intention and the Resolution of Formation, and (b) that the Rate and Method contains detailed provisions specifying (i) the type of the Special Tax (a special tax) and the amount or rate of the Special Tax to be levied on each parcel of property in the Community Facilities District, (ii) the duration of the Special Tax (the fiscal year after which the Special Tax would no longer be levied), and (iii) the use of the revenue derived from the Special Tax (to pay costs of Facilities, or debt service on debt issued to pay costs of Facilities, to pay costs of Services, to pay administrative costs and to pay or provide for other related costs or expenses). The Landowner hereby acknowledges, confirms and agrees that by virtue of the Ballot's reference to the Resolution of Formation, which sets forth the Rate and Method, and by virtue of the Landowner and representatives thereof, including its financial advisor and legal counsel, receiving, reviewing, participating in discussions regarding and providing comments and input on the Rate and Method, the Landowner has such information and knowledge about the matters described in clause (b) of this paragraph that is at least equal to that it would have had if such matters had been set forth in the Ballot, as the Taxpayer Protection and Government Accountability Act, if enacted, would require.

The Landowner hereby represents and confirms that it has obtained, and is in possession of, such information and knowledge with respect to the Landowner's representations, warranties, acknowledgements, confirmations, agreements, consents and waivers contained in this Certificate as it has deemed necessary or appropriate. The Landowner hereby represents and confirms that it is fully informed with respect to such representations, warranties, acknowledgements, confirmations, agreements, consents and waivers and fully understands the consequences thereof. The Landowner hereby represents and confirms that each such waiver by the Landowner is a knowing, intelligent and voluntary waiver.

6. **Authorized Representative.** The Landowner hereby states and confirms (a) that the undersigned, Nathan Holt, is an authorized representative of the Landowner and has been duly authorized by the Landowner to execute such documents and instruments on behalf of the Landowner as are necessary or appropriate in connection with the Special Election, including this Certificate and the Ballot envelope, and (b) that the signature set forth opposite the name of the undersigned is the genuine signature of such person:

Name	Signature
Nathan Holt	Nathan Holt

7. **Mailing Address.** The address of the Landowner for receiving notices and ballots is: KL LHB DSD AIV LLC, c/o KL Services, LLC, 6900 East Camelback Road, Suite 800, Scottsdale, Arizona 85251, Attention: Nathan Holt.

[Remainder of page intentionally left blank.]

This Certificate of Acknowledgements, Representations, Warranties, Consents and Waivers is dated June 4, 2024.

KL LHB DSD AIV LLC,
a Delaware limited liability company

By: Nathan Holt
Nathan Holt, Authorized Signatory

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property consists of the following San Bernardino County Assessor Parcel Numbers:

0218-324-11 through and including 0218-324-13
0218-324-21
0218-324-22
0218-324-24 through and including 0218-324-43
0218-325-01 through and including 0218-325-43
0218-325-51 through and including 0218-325-54
0218-326-46
0218-326-49
0218-334-80
0218-334-81
0218-335-69 through and including 0218-335-81
0218-335-83 through and including 0218-335-85
0218-337-61 through and including 0218-337-75
0218-337-82

EXHIBIT B

BOUNDARIES OF COMMUNITY FACILITIES DISTRICT

The boundaries of the territory which is proposed for inclusion in the Community Facilities District are depicted in the attached map. Such territory consists of the following San Bernardino County Assessor Parcel Numbers:

0218-324-10 through and including 0218-324-13
0218-324-21 through and including 0218-324-22
0218-324-24 through and including 0218-324-43
0218-325-01 through and including 0218-325-54
0218-326-01 through and including 0218-326-49
0218-334-01 through and including 0218-334-81
0218-335-01 through and including 0218-335-85
0218-336-01 through and including 0218-336-48
0218-337-01 through and including 0218-337-82

Informed Copy

SHEET 1 OF 1

PROPOSED BOUNDARIES OF

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



VICINITY MAP

LEGEND

- City of Ontario Community Facilities District No. 65 (Falloncrest)
- Assessor's Parcel Lot Line

Assessor's Parcel Numbers within Community Facilities District No. 65 (Falloncrest):

0218-324-10 through -13
0218-324-21 through -22
0218-324-24 through -43
0218-325-01 through -54
0218-326-01 through -49
0218-334-01 through -81
0218-335-01 through -85
0218-336-01 through -48
0218-337-01 through -82

NOTE: Reference is hereby made to the Assessor Maps of the County of San Bernardino for a description of the lines and dimensions of any parcels shown hereon.

(1) Filed in the office of the Clerk of the City of Ontario this 16th day of April, 2024.

Karen McMorrison, Deputy City Clerk
for Sheila Mautz,
Clerk of the City of Ontario, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Ontario Community Facilities District No. 65 (Falloncrest), San Bernardino County, State of California, was approved by the City Council of the City of Ontario at a regular meeting thereof, held on the 16th day of April, 2024, by its Resolution No. 2024-017.

Karen McMorrison, Deputy City Clerk
for Sheila Mautz,
Clerk of the City of Ontario, California

CITY OF ONTARIO INCORPORATED DECEMBER 1891 CALIFORNIA

San Bernardino County Recorder's Certificate

This map has been filed under Document Number 2024-0090692, this 18th day of April, 2024, at 1:15 p.m, in Book 91 of Maps of Assessment and Community Facilities Districts at page 58, in the office of the County Recorder in San Bernardino County, State of California, at the request of the City of Ontario in the amount of $ 0.00.

Chris Wilhite
Assessor-Recorder
San Bernardino County

By: _____
Deputy Recorder

GCG
GOODWIN CONSULTING GROUP

2018

EXHIBIT C

FACILITIES AND SERVICES TO BE FINANCED

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of City services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

777 East Rialto Avenue, San Bernardino, CA 92415 | Phone: 909.387.8300 Fax: 909.387.2022
www.SBCounty.gov

SAN BERNARDINO COUNTY

Registrar of Voters

Stephenie Shea
Registrar of Voters

May 3, 2024

Orrick, Herrington & Sutcliffe LLP
355 South Grand Avenue, Suite 2700
Los Angeles, CA 90071

Attention: Sean J. Baxter

To Whom It May Concern:

On April 25, 2024, the San Bernardino County Registrar of Voters received a request to provide the number of registered voters residing within the City of Ontario Community Facilities District No. 65 (Falloncrest).

After examining the voter registration records within the area, the Registrar of Voters certifies the following information as of May 2, 2024:

Registered voters within the area: 0

An invoice for services rendered for this request will be provided later.

If you have any questions, please contact the Registrar of Voters at (909) 387-8300.

Sincerely,

Stephenie Shea
Registrar of Voters

BOARD OF SUPERVISORS
COL. PAUL COOK (RET.) Vice Chairman, First District
JESSE ARMENDAREZ Second District
DAWN ROWE Chair, Third District
CURT HAGMAN Fourth District
JOE BACA, JR. Fifth District
Luther Snoke Chief Executive Officer

Orrick, Herrington & Sutcliffe LLP
355 South Grand Avenue
Suite 2700
Los Angeles, CA 90071

+1 213 629 2020
orrick.com

Sean J. Baxter

E SBaxter@orrick.com
D +1 213 612 2171
F +1 213 612 2499

April 25, 2024

Via E-mail Only

County of San Bernardino
Elections Office of the Registrar of Voters
777 East Rialto Avenue
San Bernardino, California 92415-0770

Attn: Ms. Melissa Eickman

Re: Registered Voters in the
City of Ontario Community Facilities District No. 65 (Falloncrest)

Dear Ms. Eickman:

The owners of property in the City of Ontario Community Facilities District No. 65 (Falloncrest) ("District No. 65") have petitioned for proceedings to levy a special tax under the Mello-Roos Community Facilities Act of 1982 in District No. 65.

The boundaries of the territory within District No. 65 are identified by the following San Bernardino County Assessor Parcel Numbers:

0218-324-10 through and including 0218-324-13
0218-324-21 through and including 0218-324-22
0218-324-24 through and including 0218-324-43
0218-325-01 through and including 0218-325-54
0218-326-01 through and including 0218-326-49
0218-334-01 through and including 0218-334-81
0218-335-01 through and including 0218-335-85
0218-336-01 through and including 0218-336-48
0218-337-01 through and including 0218-337-82

Such boundaries are further shown on the enclosed boundary map.

The property owners have indicated that there are no registered voters within District No. 65, and you confirmed that in your April 17 certificate. I would appreciate your reviewing your records and confirming that there are still no registered voters encompassed by the parcels, or in the alternative, if there are registered voters, the number of persons registered to vote in District No. 65. **I would appreciate a response to this request by Friday, May 3, if possible. It is OK if the certification date needs to be sooner to provide a response by Friday, May 3, 2024**. We would appreciate it if you would please direct the invoice, when available, to the following address: Cruzita O. Torres, Special Districts, City of Ontario, 415 East "B" Street, Ontario, CA 91764.

Please let me know if you have any further questions. My telephone number is (213) 612-2171 and my e-mail is sbaxter@orrick.com. Thank you for your assistance.

Sincerely,

/s/ Sean J. Baxter

Sean J. Baxter
Project Manager

Enclosure

Conformed copy

SHEET 1 OF 1

PROPOSED BOUNDARIES OF

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



Assessor's Parcel Numbers within Community Facilities District No. 65 (Falloncrest):

0218-324-10 through -13
0218-324-21 through -22
0218-324-24 through -43
0218-325-01 through -54
0218-326-01 through -49
0218-334-01 through -81
0218-335-01 through -85
0218-336-01 through -48
0218-337-01 through -82

NOTE: Reference is hereby made to the Assessor Maps of the County of San Bernardino for a description of the lines and dimensions of any parcels shown hereon.

(1) Filed in the office of the Clerk of the City of Ontario this 16th day of April, 2024.

Karen Y. Harrison, Deputy City Clerk
for Sheila Mautz,
Clerk of the City of Ontario, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Ontario Community Facilities District No. 65 (Falloncrest), San Bernardino County, State of California, was approved by the City Council of the City of Ontario at a regular meeting thereof, held on the 16th day of April, 2024, by its Resolution No. 2024-017.

Karen Y. Harrison, Deputy City Clerk
for Sheila Mautz,
Clerk of the City of Ontario, California

CITY OF ONTARIO INCORPORATED DECEMBER 1891 CALIFORNIA

San Bernardino County Recorder's Certificate

This map has been filed under Document Number 2024-0090697, this 18th day of April, 2024, at 1:25 p.m, in Book 91 of Maps of Assessment and Community Facilities Districts at page 58, in the office of the County Recorder in San Bernardino County, State of California, at the request of the City of Ontario in the amount of $ 11.--.

Chris Wilhite
Assessor-Recorder
San Bernardino County

By: _____
Deputy Recorder

GCG
GOODWIN CONSULTING GROUP

2023

Advertising Order Confirmation

Ad Order Number	Customer	Payor Customer	PO Number
0011666671	ONTARIO CITY OF-LEGAL	ONTARIO CITY OF-LEGAL	DISTRICT NO. 65
Sales Representative	**Customer Account**	**Payor Account**	**Ordered By**
Mikki Almeida	5028333	5028333	ralewis@ontarioca.gov
Order Taker	**Customer Address**	**Payor Address**	**Customer Fax**
Mikki Almeida	ATTN: CITY CLERKS OFFICE 303 EAST B STREET ONTARIO, CA 91764	ATTN: CITY CLERKS OFFICE 303 EAST B STREET ONTARIO, CA 91764	
Order Source	**Customer Phone**	**Payor Phone**	**Customer EMail**
Column	909-395-2027	909-395-2027	

Current Queue
Ready

Invoice Text

Tear Sheets	Affidavits	Blind Box	Materials	Promo Type	Special Pricing
0	0				

Advertising Order Confirmation

Ad Number	Ad Size	Color	Production Color	Ad Attributes	Production Method	Production Notes
0011666671-01	5 X 281 Li				AdBooker	

External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

**NOTICE OF PUBLIC HEARING
REGARDING ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICT**

**CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)**

Notice is hereby given that on April 16, 2024, the City Council (the "City Council") of the City of Ontario (the "City") adopted a Resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein" (the "Resolution"). Pursuant to Section 53322 of the Mello-Roos Community Facilities Act of 1982, the City Council hereby gives notice as follows:

A. The text of the Resolution is as follows:

WHEREAS, Section 53318 of the Mello-Roos Community Facilities Act of 1982 (the "Act") provides that proceedings for the establishment of a community facilities district shall be instituted by a legislative body of a local agency when a petition requesting the institution of the proceedings signed by the owners of not less than 10% of the area of land proposed to be included within the community facilities district and not proposed to be exempt from the special tax, describing the boundaries of the territory that is proposed for inclusion in the area and specifying the type or types of facilities and services to be financed by the community facilities district is filed with the clerk of the legislative body; and

WHEREAS, Section 53318 of the Act further provides that such a petition may not be acted upon until the payment of a fee in an amount that the legislative body determines, within 45 days of receiving such petition, is sufficient to compensate the legislative body for all costs incurred in conducting proceedings to create a community facilities district pursuant to the Act; and

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has received from each of Lennar Homes of California, LLC ("Lennar") and KL LHB DSD AIV LLC (collectively, the "Landowners") a written petition (together, the "Petitions"), requesting the City Council to institute proceedings pursuant to the Act to establish a community facilities district (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax within the Community Facilities District, describing the boundaries of the territory that is proposed for inclusion in the Community Facilities District and specifying the types of facilities and services to be financed by the Community Facilities District; and

WHEREAS, in connection with such request to institute proceedings to establish the Community Facilities District, Lennar paid a fee in an amount that the City Council has determined is sufficient to compensate the City Council for all cost incurred in conducting proceedings to create the Community Facilities District pursuant to the Act; and

WHEREAS, the Landowners have represented and warranted to the City Council that the Landowners are the owners of 100% of the area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the special tax; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district; and

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, the City and Lennar have entered into the Deposit and Reimbursement Agreement, dated as of April 1, 2022 (the "Deposit Agreement"), which provides for the advancement of funds by Lennar to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby, and provides for the repayment to Lennar of such funds advanced, without interest, from the proceeds of any such bonded indebtedness incurred by the Community Facilities District;

proceeds of any such bonded indebtedness incurred by the Community Facilities District; and

WHEREAS, the City desires to include in this Resolution, in accordance with Section 53314.9 of the Act, the proposal to repay funds pursuant to the Deposit Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council hereby finds that the Petitions are signed by the landowners owning the requisite area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the Special Tax.

Section 3. The City Council proposes to establish the Community Facilities District under the terms of the Act. The boundaries of the territory proposed for inclusion in the Community Facilities District are described in the map showing the proposed Community Facilities District (the "Boundary Map") on file in the office of the City Clerk of the City (the "City Clerk"), a copy of which is attached hereto as Exhibit A, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to sign the original Boundary Map and record, or cause to be recorded, the Boundary Map with all proper endorsements thereon in the office of the San Bernardino County Recorder within 15 days of the date of adoption of this Resolution, all as required by Section 3111 of the California Streets and Highways Code.

Section 4. The name proposed for the Community Facilities District is "City of Ontario Community Facilities District No. 65 (Falloncrest)."

Section 5. The public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit B hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are identified under the caption "Facilities to be Purchased" on Exhibit B hereto. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit B hereto. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit B hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

Section 6. The City Council proposes that, except where funds are otherwise available, the Community Facilities District be authorized to annually levy within the Community Facilities District a special tax (the "Special Tax") sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District. The rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is specified in the Rate and Method of Apportionment of Special Tax (the "Rate and Method") attached hereto as Exhibit C, which is by this reference incorporated herein. The conditions under which the obligation to pay the Special Tax to be levied to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The Special Tax will be collected in the same manner as ordinary ad valorem property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 7. The Special Tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created. Bonds of the Community Facilities District may not be issued to fund any of the Services.

Section 8. The tax year after which no further Special Tax to pay for Facilities shall be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued. The Special Tax to pay for Services will be levied in perpetuity, as provided in the Rate and Method.

Section 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the

Advertising Order Confirmation

bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the Special Tax or the interest or penalties thereon that may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

Section 10. The City Council hereby fixes Tuesday, May 21, 2024, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California, as the time and place when and where the City Council will conduct a public hearing on the establishment of the Community Facilities District; provided, that, in the event the May 21, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

Section 11. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. Publication of said notice shall be completed at least seven days prior to the date herein fixed for said public hearing. Said notice shall contain all of the information prescribed by Section 53322 of the Act.

Section 12. The authorization to levy the Special Tax shall be submitted to the qualified electors of the Community Facilities District at a special election. The proposed voting procedure shall be a vote by the landowners in the Community Facilities District conducted by mail or hand-delivered ballots, with each owner having one vote for each acre or portion of an acre such owner owns in the Community Facilities District.

Section 13. Each officer of the City who is or will be responsible for providing one or more of the proposed types of Facilities or Services is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the Facilities and Services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Facilities and Services. Such officers are hereby also directed to estimate the fair and reasonable cost of the Facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

Section 14. Lennar has heretofore advanced certain funds, and may advance additional funds, that have been or may be used to pay costs incurred in connection with the creation of the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council proposes to repay all or a portion of such funds so advanced, without interest, solely from the proceeds of such bonded indebtedness, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

Section 15. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Product	Requested Placement	Requested Position	Run Dates	# Inserts
Daily Bulletin	Legals CLS	City Notices - 1076~	05/10/24	1
PE Riverside:Full Run	Legals CLS	City Notices - 1076~	05/10/24	1
SB Sun	Legals CLS	City Notices - 1076~	05/10/24	1

Ad Number	Ad Size	Color	Production Color	Ad Attributes	Production Method	Production Notes
0011666671-02	5 X 85 Li				AdBooker	

External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

Section 16. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 17. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

B. The map of the Community Facilities District and the exhibits to the Resolution which describe the Facilities and Services proposed to be financed by the Community Facilities District and the Rate and Method are on file in the office of the City Clerk and are hereby referred to for detail.

C. The time and place of the hearing on the establishment of the Community Facilities District are Tuesday, May 21, 2024, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California; provided, that, in the event the May 21, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

D. At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the Community Facilities District, the extent of the Community Facilities District or the furnishing of specified types of public facilities or services will be heard. At the hearing, protests against the establishment of the Community Facilities District, the extent of the Community Facilities District or the furnishing of specified types of public facilities or services within the Community Facilities District may be made orally or in writing by any interested person, as provided in Section 53323 of the Act. If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax, file written protests against the establishment of the Community Facilities District, and the protests are not withdrawn so as to reduce the value of the protests to less than a majority, no further proceedings to create the Community Facilities District or to authorize the special tax may be taken for a period of one year from the date of the decision of the City Council. If the majority protests of the registered voters or of the landowners are only against the furnishing of a specified type or types of facilities or services within the Community Facilities District, or against levying a specified special tax, those types of facilities or services or the specified special tax will be eliminated from the resolution of formation.

E. The proposed voting procedure for the Community Facilities District is by mailed or hand-delivered ballot among the landowners in the Community Facilities District, with each owner having one vote for each acre or portion of an acre such owner owns in the Community Facilities District.

If the City Council meeting scheduled for May 21, 2024 is cancelled, the public hearing on the establishment of the Community Facilities District will be continued to the next regular City Council meeting and, in accordance with Section 54955.1 of the California Government Code, a notice of continuance will be delivered to each local newspaper of general circulation and radio or television station requesting notice in writing, will be posted on the City's internet website and will be posted at least 24 hours prior to the date to which the public hearing is continued in a location that is freely accessible to members of the public.
Dated: May 7, 2024

/s/ Sheila Mautz
City Clerk of the City of Ontario

Publication Date: 05/10/24
Inland Valley Daily Bulletin **AD#11666671**

Product	*Requested Placement*	*Requested Position*	*Run Dates*	*# Inserts*
Daily Bulletin	Legals CLS	General - 1076~	05/10/24	1
PE Riverside:Full Run	Legals CLS	General - 1076~	05/10/24	1
SB Sun	Legals CLS	General - 1076~	05/10/24	1

Advertising Order Confirmation

Order Charges:

Net Amount	Tax Amount	Total Amount	Payment Amount	Amount Due
3,723.40	0.00	3,723.40	0.00	$3,723.40

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".

Advertising Order Confirmation

Ad Order Number	Customer	Payor Customer	PO Number
0011666789	ONTARIO CITY OF-LEGAL	ONTARIO CITY OF-LEGAL	
Sales Representative	**Customer Account**	**Payor Account**	**Ordered By**
Mikki Almeida	5028333	5028333	ralewis@ontarioca.gov
Order Taker	**Customer Address**	**Payor Address**	**Customer Fax**
Mikki Almeida	ATTN: CITY CLERKS OFFICE 303 EAST B STREET ONTARIO, CA 91764	ATTN: CITY CLERKS OFFICE 303 EAST B STREET ONTARIO, CA 91764	
Order Source	**Customer Phone**	**Payor Phone**	**Customer EMail**
Column	909-395-2027	909-395-2027	

Current Queue	Invoice Text
Ready	

Tear Sheets	Affidavits	Blind Box	Materials	Promo Type	Special Pricing
0	0				

2031

Advertising Order Confirmation

Ad Number	Ad Size	Color	Production Color	Ad Attributes	Production Method	Production Notes
0011666789-01	4 X 164 Li				AdBooker	

External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

**NOTICE OF PUBLIC HEARING
REGARDING BONDED INDEBTEDNESS
FOR COMMUNITY FACILITIES DISTRICT**

**CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)**

Notice is hereby given that on April 16, 2024, the City Council (the "City Council") of the City of Ontario (the "City") adopted a Resolution entitled "A Resolution of the City Council of the City of Ontario, California, Declaring it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution"). Pursuant to Section 53346 of the Mello-Roos Community Facilities Act of 1982, the City Council hereby gives notice as follows:

A. The text of the Resolution is as follows:

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), has this date adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services; and

WHEREAS, the City Council deems it necessary for the Community Facilities District to incur bonded indebtedness;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council declares it necessary for the Community Facilities District to incur bonded indebtedness.

Section 3. The proposed debt will be incurred for the purpose of financing the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose, including, but not limited to, such costs and estimated costs as are described in Section 53345.3 of the Act.

Section 4. The maximum amount of the proposed debt is $60,000,000.

Section 5. The City Council hereby fixes Tuesday, May 21, 2024, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California, as the time and place when and where the City Council will conduct a public hearing on the proposed debt authorization; provided, that, in the event the May 21, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

Section 6. The City Clerk of the City is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. Publication of said notice shall be completed at least seven days prior to the date herein fixed for said public hearing. Said notice shall contain all of the information prescribed by Section 53346 of the Act.

Section 7. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 8. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or

Advertising Order Confirmation

authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 9. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

B. The time and place of the hearing on the proposal to issue debt of the Community Facilities District are Tuesday, May 21, 2024, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California; provided, that, in the event the May 21, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

C. At the hearing, the testimony of all interested persons, including all persons owning property in the area of the Community Facilities District, for and against the proposed Community Facilities District debt issuance will be heard.

If the City Council meeting scheduled for May 21, 2024 is cancelled, the public hearing on the proposed debt authorization for the Community Facilities District will be continued to the next regular City Council meeting and, in accordance with Section 54955.1 of the California Government Code, a notice of continuance will be delivered to each local newspaper of general circulation and radio or television station requesting notice in writing, will be posted on the City's internet website and will be posted at least 24 hours prior to the date to which the public hearing is continued in a location that is freely accessible to members of the public.

Dated: May 7, 2024

/s/ Sheila Mautz
City Clerk of the City of Ontario

Publication Date: 05/10/24
Inland Valley Daily Bulletin -SB **Ad#11666789**

Product	*Requested Placement*	*Requested Position*	*Run Dates*	*# Inserts*
Daily Bulletin	Legals CLS	City Notices - 1076~	05/10/24	1
PE Riverside:Full Run	Legals CLS	City Notices - 1076~	05/10/24	1
SB Sun	Legals CLS	City Notices - 1076~	05/10/24	1

Order Charges:

Net Amount	*Tax Amount*	*Total Amount*	*Payment Amount*	***Amount Due***
1,348.88	0.00	1,348.88	0.00	**$1,348.88**

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".

2034

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Economic Development Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 27

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 301 NORTH EUCLID AVENUE FOR THE GRANADA THEATER REVITALIZATION PROJECT**

RECOMMENDATION: That the City Council conduct a public hearing and adopt a Resolution of Necessity declaring that the acquisition of a fee simple interest in certain real property located at 301 North Euclid Avenue, more particularly described as Assessor Parcel No. 1048-566-07 (the Property), is necessary for the rehabilitation of the Historic Granada Theater.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the Growth and Evolution of the City's Economy

FISCAL IMPACT: If approved, appropriations will be included in the Fiscal Year 2024-25 Proposed Budget to the City Council for approval for acquisition costs. The deposit necessary to file the Resolution of Necessity for prejudgment possession of the Property is approximately $3,295,000.

BACKGROUND & ANALYSIS: The City of Ontario is in the process of revitalizing its historic downtown into an 18-hour day, which means there will be a variety of eateries, retailers, and activities from morning to night. As part of this, the City is also attracting day-time employees and more residents through new mixed-use and apartment development to support the new businesses anticipated to open in Ontario.

The Property, at 301 North Euclid Avenue, consists of one parcel located on the northwest corner of Euclid Avenue and “C” Street in Ontario, California, as shown in Exhibit 1.

The City obtained an appraisal of the Property from Bradford D. Thompson, MAI, AI-GRS, SR/WA, and Scott J. Thompson, MAI, AI-SRS, SR/WA of Thomson & Thompson Real Estate Valuation and Consulting Inc., and made an offer of just compensation to the property owners for the acquisition pursuant to California Government Code section 7267.2.

A litigation guarantee was ordered to determine and confirm the identity of the record owner. Following

a standard public records request and due diligence search for ownership information, a notice of this public hearing was mailed to the affected property owner.

The power of eminent domain is used by the City only as a last resort to obtain interests necessary for projects after 1) negotiations have stalled, or 2) the owner has requested that the City proceed directly to eminent domain for tax or other advantages, or 3) the eminent domain process is necessary to clear title to the property. In this case, an offer of just compensation was made to the owner for the full Fair Market Value, as determined by an independent appraisal. California's definition of Fair Market Value is one of the most inclusive definitions in the United States and requires the appraiser to consider the highest and best use of the property and to consider the highest price a willing buyer and seller would agree to. The City's appraisal must use this definition of Fair Market Value.

Here, the property is currently the subject of a quiet title lawsuit, which resulted in the property being placed in receivership. The City's offer was communicated to both the receiver and the owner. The receiver is in the process of being discharged, and City Staff and legal counsel will continue with efforts to negotiate a voluntary acquisition with the owner.

DESCRIPTION OF PROPERTY TO BE ACQUIRED: The Property affected by the proposed acquisition is located within the City of Ontario, 301 North Euclid Avenue, Ontario, California 91764, and more particularly described as Assessor Parcel Number 1048-556-07.

HEARINGS AND REQUIRED FINDINGS: The recommended actions of the City Council pertain to the acquisition of a fee simple interest in the Property owned by Overland Direct, Inc., a Nevada corporation. A true and correct of the legal definition, legal description, and map of the Property sought to be acquired is attached to the Resolution of Necessity as Exhibit A.

California eminent domain law provides that a public entity may not commence an eminent domain proceeding until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property or their representatives a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

Since an agreement has not been reached with the property owner, it is necessary to acquire the property by eminent domain to meet critical project deadlines. Pursuant to Section 1245.235 of the California Code of Civil Procedures, a notice of this hearing was sent by first class mail on May 3, 2024, to the record owner, and stated the City's intent to consider the adoption of a resolution, the right of the property owner to appear and be heard and notice that failure to file a written request to appear may result in a waiver of the right to appear and be heard.

The above four required findings are addressed as follows:

The Public Interest and Necessity Require the Proposed Project

Property is improved with a historic commercial/office/theater building known as the Historic Granada Theater, Local Landmark No. 23, designated on January 20, 1998. The building contains 22,000 gross

square feet, has three floors and a small basement area and was built between 1926 and 1927. In its current state, the Property is underutilized and dilapidated. The Theatre is an important element to the future of Downtown Ontario. Given its rich history dating back to the 1920s, and the potential to offer community programming that will support the economic development goals of downtown, the City seeks to acquire a full fee interest in the Property to allow for the rehabilitation and activation of the Historic Granada Theater. Essential public programming in the theater will include activities such as practices and performances by our local symphony, use by our Recreation & Community Services Theater troupe, hosting authors and scholars for lecture series, and hosting library summer reading performers.

The Project is Planned or Located in a Manner That Will be Most Compatible With the Greatest Public Good and the Least Private Injury

The proposed Project will support the City Council's goals and objectives and implement land use and development goals as stated in the Policy Plan component of the General Plan. The proposed Project is intended to minimize impacts on performing private assets in Historic Downtown Ontario particularly along Euclid Avenue while allowing for joint development opportunities with investment partners. The Property to be acquired is best suited for the Project and will cause the least private injury. To move this Project elsewhere would require significant land use policy changes, cause a greater impact on local property owners, and would effectively be cost prohibitive.

The Real Property to be Acquired is Necessary for the Proposed Project

The Property affected by the proposed acquisition is located within the City of Ontario, at 301 North Euclid Avenue, Ontario, CA 91764, Assessors Parcel No. 10480-566-07 (owned by Overland Direct Inc.). The acquisition is necessary to allow for the Historic Granada Theater Rehabilitation Project, in Ontario, California.

The Offer of Just Compensation Has Been Made

Appraisals were prepared by Bradford D. Thompson, MAI, AI-GRS, SR/WA, and Scott J. Thompson, MAI, AI-SRS, SR/WA of Thomson & Thompson Real Estate Valuation and Consulting Inc., to establish the Fair Market Value of the fee interest of each Property the City is seeking to acquire. An offer of just compensation was made to the record owners to purchase the fee interest in the Property to be acquired, as established by the approved appraisal and as required by Section 7267.2 of the California Government Code. Although negotiated settlements may still be possible for the fee interests cited above, it would be appropriate to commence the procedures to acquire the necessary interest through eminent domain.

ENVIRONMENTAL ANALYSIS: Pursuant to the State of California Environmental Quality Act Guidelines Section 15183 there has been compliance by the City with the requirements of the California Environmental Quality Act.

RESOLUTION NO. _____

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 301 NORTH EUCLID AVENUE, IN ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS APN: 1048-566-07, FOR PUBLIC PURPOSE.

WHEREAS, the City of Ontario (the "City") proposes to acquire, by eminent domain, a fee simple interest in certain real property located at 301 North Euclid Avenue, in the City of Ontario more particularly described as Assessor Parcel Number 1048-566-07, for the Granada Theater Revitalization Project in the City of Ontario, San Bernardino County, California, pursuant to the authority granted to it by Section 37350.5 of the California Government Code; and

WHEREAS, pursuant to Section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, May 21, 2024, at 6:30 p.m. at the Ontario City Hall, Council Chambers, 303 East “B” Street, Ontario, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in Section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to Section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. **Compliance with California Code of Civil Procedure and California Environmental Quality Act.** There has been compliance by the City with the requirements of Section 1245.235 of the California Code of Civil Procedure and is found to be categorically exempt pursuant to State Guidelines Section 15331 of the California Environmental Quality Act.

SECTION 2. **Public Use.** The public use for which the real property interest is being acquired is for the Granada Theater Revitalization Project in the City of Ontario, San Bernardino County, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain real property necessary for such purposes.

SECTION 3. **Description of Property.** Attached and marked as Exhibit A is

the legal definition, legal description and map of the interest to be acquired by the City, which describes the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

SECTION 4. **Findings.** The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed project;

(b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The property defined, described and depicted in Exhibit A is necessary for the proposed project;

(d) The offer required by Section 7267.2 of the California Government Code was made.

SECTION 5. **Use Not Unreasonably Interfering with Existing Public Use:** Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the fee interest subject to such existing public use(s) pursuant to Section 1240.510 of the California Code of Civil Procedure.

SECTION 6. **More Necessary Public Use.** Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to Section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. **Further Activities.** Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest

possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transaction required to acquire the subject real property.

SECTION 8. **Effective Date.** This Resolution shall take effect upon adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

Schedule A

Liability: $15,000.00 Premium: $420.00

1. Name of assured:

   City of Ontario

2. Date of Guarantee: 9/15/2021

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

   Receivership purposes

4. The Estate or interest in the land which is covered by this Guarantee is:

   A Fee

5. Title to the Estate or interest in the land is vested in:

   Overland Direct, Inc.

6. The Land referred to in this Guarantee is described as follows:

   Lots 10, 11, and 12, Block 28, Town of Ontario, in the City of Ontario, County of San Bernardino, State of California, as per Map recorded in Book 9, Page 43, of Maps, in the office of the County Recorder of said County.

Parcel No.: 1048-566-07
Also Known as: 301 North Euclid Avenue
Ontario CA 91762

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

REVISED
10/04/05 GL
12/05/05 KC

1048 – 56

City of Ontario
Tax Rate Area
4051

Ptn. Town of Ontario
M.B. 9/43

Assessor's Map
Book 1048 Page 56
San Bernardino County

Ptn. S.E.1/4, Sec.19
T.1S.,R.7W.

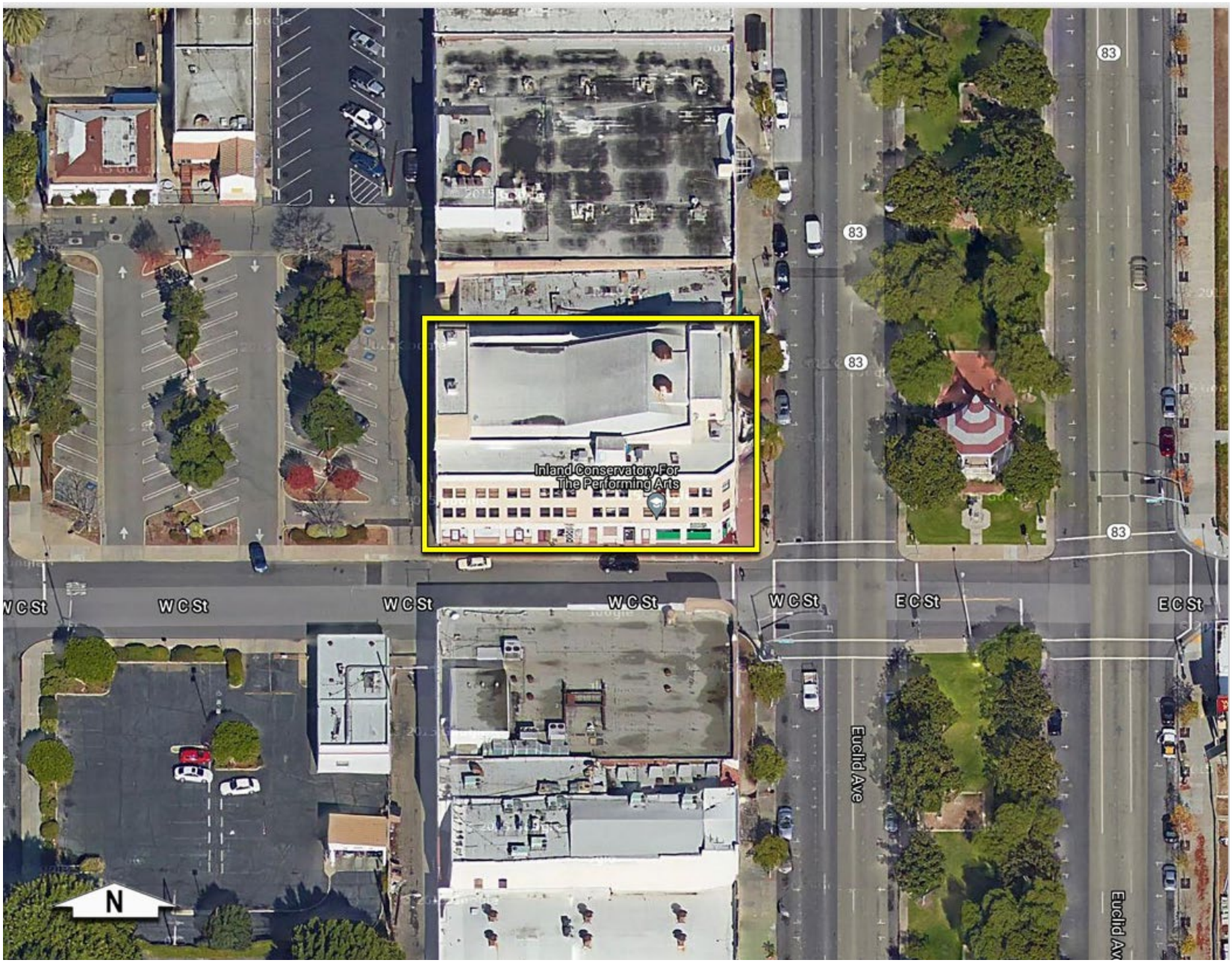
October 2004

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Description: San Bernardino,CA Assessor Map - Book.Page 1048.56 Page 1 of 1 Only
Order: 150-2284384-05 Comment:

EXHIBIT “1”

301 NORTH MOUNTAIN AVENUE



CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Thomas Grahn Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Kimberly Ruddins, Henry Noh, Rudy Zeledon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 28

SUBJECT: **A PUBLIC HEARING TO CONSIDER AN URGENCY ORDINANCE TO IMPLEMENT MULTIPLE-FAMILY RESIDENTIAL AND MIXED-USE RESIDENTIAL OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS, FILE NO. PDCA24-001**

RECOMMENDATION: That the City Council take the following actions:

A. Consider and waive further reading of an Urgency Ordinance amending the reference document section of the City's Development Code.
B. Consider and adopt a Resolution to implement Objective Development and Design Standards for multiple-family and mixed-use residential development.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The City budgeted $310,000 from the Senate Bill (SB) 2 Grant to develop Objective Development and Design Standards (ODDS). These funds will be reimbursed by the HCD over the project timeline, ensuring full cost recovery through the SB 2 Grant.

BACKGROUND & ANALYSIS:

Background: On September 17, 2019, the City Council authorized the City Manager to submit an application for SB 2, the City of Ontario was eligible for an award of $310,000. These funds were utilized to develop Objective Development and Design Standards (ODDS) for various types of residential projects, including multiple-family and mixed-use development. The purpose of the ODDS is to facilitate housing growth by streamlining processes and enhancing current development standards.

In October 2019, the Planning Department staff issued a Request for Proposals (RFP) seeking consultant services and solicited proposals from qualified firms specializing in General Plan updates, including the preparation of ODDS. Following the evaluation of the proposals, Staff recommended to the City Council, on May 19, 2022, that PlaceWorks be selected to update the General Plan and develop the ODDS. The ultimate goal of the project was to incorporate the envisioned design standards into the Ontario Development Code (ODC) as a reference document.

Objective Development and Design Standards: The City's SB 2 Planning Grant application drives the development of Objective Development and Design Standards (ODDS). The primary aim of ODDS is to set standards for streamlined ministerial residential projects. All applicable projects under ODDS must adhere to architectural styles from the standards to establish impartial residential development criteria for streamlined approvals. ODDS will cover various residential types, design and development standards for multiple-family and mixed-use areas currently lacking specific standards.

The Urgency Ordinance will incorporate ODDS for multiple-family and mixed-use development types featuring a compliance checklist and style sheet for diverse architectural styles. The checklist outlines minimum design requirements, while style sheets illustrate traditional and modern interpretations. Comprehensive numerical standards for setbacks, building heights, and more are established for mixed-use and detached multiple-family areas, aligning with Housing Element Programs 9.19 and 9.21.

The Urgency Ordinance would be effective immediately and will remain in effect until September 3, 2024 (unless repealed). During this time, Staff will make refinements to the ODDS and will bring the revised ordinance back to the City Council for adoption.

HCD Review: As part of the Housing Element implementation, the City will provide the State Department of Housing and Community Development (HCD) with a copy of the ordinance and the finalized Standards once adopted. This will fulfill the necessary Housing Element policy actions to establish multiple-family and mixed-use standards.

Environmental: The proposed action is exempt from the California Environmental Quality Act (CEQA) as this project meets the required actions of CEQA Guidelines Section 15183 – Projects Consistent with a Community Plan, General Plan, or Zoning, because it involves direction to staff to adopt and implement design standards, which will not cause significant environmental impact and implements a uniformly applied development policy or standard that is consistent with the General Plan Housing Element policy to further regulate multi-family residential development. This determination is predicated on Section 15004 of the CEQA Guidelines, which provides direction to lead agencies on the appropriate timing for environmental review. The project(s) for which the proposed design standards are utilized or are intended for may require the preparation of an environmental.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA24-001 AMENDING THE REFERENCE DOCUMENT SECTION OF THE ONTARIO DEVELOPMENT CODE, TO AUTHORIZE OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE DEVELOPMENT, AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, for the last several years, the State has enacted housing-related statutes that either limit or prohibit the use of local subjective standards for new development; and

WHEREAS, the City has historically regulated new housing development through a mix of subjective and objective standards to ensure that each project is reasonable and compatible with surrounding uses and City goals and objectives; and

WHEREAS, the City's current objective standards on their own are not sufficient to ensure that new housing development is reasonable or compatible; and

WHEREAS, as state law has evolved to increasingly limit the City's use of subjective standards, the need for more and more-thoughtful objective standards has become urgent; and

WHEREAS, specifically the approval of multiple-family residential and mixed-use residential development projects in various zoning districts based solely on the default standards currently in the Ontario Development Code, without additional appropriate objective regulations governing project design, site planning, building massing, height, setback, landscape, building type, architectural review, and similar criteria, threatens to adversely impact the character of existing neighborhoods and to negatively impact property values, personal privacy, and fire safety; and

WHEREAS, the City desires now to amend its local regulatory scheme to provide reasonable and appropriate objective standards, in compliance with state law and the City's own adopted housing element; and

WHEREAS, to protect public safety, health, and welfare, the City Council may adopt this resolution as an urgency measure in accordance with Government Code section 36937(b) and the City of Ontario Municipal Code; and

WHEREAS, as part of the implementation of the City's Housing Element Update the City prepared this Development Code Amendment to implement multiple-family residential and mixed-use residential objective development and design standards consistent with the policy program for these standards; and

WHEREAS, on June 4, 2024, the City Council of the City of Ontario conducted a hearing to consider an Urgency Ordinance amending the reference document section of the City's development code, attached as Appendix A, to authorize objective development and design standards for multiple-family and mixed-use developments, and concluded said hearing on that date; and

WHEREAS, the urgency ordinance will allow the City to respond and impose consistent development standards to address the anticipated increase in housing development project applications. The ODDS adoption by urgency ordinance be followed at the earliest possible time by a non- urgency ordinance that will be considered for adoption by the City Council; and

WHEREAS, the Urgency Ordinance is exempt from CEQA pursuant to the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) ("CEQA"); and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the City Council of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** Adoption of this urgency ordinance has been assessed under CEQA and is deemed exempt based on CEQA Guidelines Section 15183, as it involves the adoption and implementation of Design Standards. This falls under the exemption for Projects Consistent with a Community Plan, General Plan, or Zoning, as it directs staff to adopt standards aligned with the General Plan Housing Element policy for multiple-family residential development. The determination relies on Section 15004, providing guidance on the timing of environmental review. While projects using the Design Standards may need environmental documents, the adoption of Objective Development and Design Standards is exempt from CEQA as it won't significantly impact the environment. Staff recommends City Council acknowledge the exemption, accept the NOE, and instruct staff to file the document under CEQA and the CEQA Guidelines (14 CCR Section 1500, et seq.).

SECTION 2: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1, above, the City Council hereby concludes as follows:

The proposed Urgency Ordinance is consistent with the goals and policies of The Ontario Plan; and, as a matter of law, consistent with the City's General Plan under the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy

- Operate in a Businesslike Manner

(2) Vision.

Distinctive Development:

- Commercial and Residential Development

  - Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Policy Plan (General Plan)

Land Use Element:

- Goal LU-1 Balance. A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

Housing Element:

- Goal H-2 Housing Supply & Diversity. Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

  - H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

  - H-2.6 Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.

Community Economics Element:

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

- CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

  - CE-2.1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE-2.4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

Community Design Element:

- Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

  - CD-1.1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing, enhancing, and preserving the character of our existing viable neighborhoods.

  - CD-1.2 Place Types. We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.

- Goal CD-2 Design Quality. A high level of design quality resulting in neighborhoods, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.

  - CD-2.1 Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through:

    - Building volume, massing, and height to provide context-appropriate scale and proportion;

- A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and
- Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

➢ CD-2.8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.

➢ CD-2.9 Landscape Design. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

➢ CD-2.10 Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:

- Structured parking: facade articulation, screening, appropriate lighting, and landscaping; and
- Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.

▪ Goal CD-3 Urban, Mixed Use, and Transit-Oriented Place Types: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

➢ CD-3.4 Context-Aware and Appropriate Design. We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.

- CD-3.5 Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).

SECTION 3: ***Code Amendment.*** The REFERENCE section of the Ontario Development Code is hereby amended to read in its entirety as follows:

Reference J – Objective Development & Design Standards.

This section incorporates by reference the Objective Development and Design Standards, or "ODDS," that are adopted and amended by the City Council by resolution. The ODDS are binding requirements and standards.

SECTION 4: ***Effective Date.*** This resolution takes effect immediately upon its adoption.

SECTION 5: ***Severability.*** If any provision of this resolution or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the resolution that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the proposed Resolution, as depicted in Attachment A (Reference J - Objective Development & Design Standards) of this Resolution.

SECTION 6: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:
OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE DEVELOPMENT

(Ontario Development Code, Reference J)

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA24-001 AMENDING THE REFERENCE DOCUMENT SECTION OF THE ONTARIO DEVELOPMENT CODE, TO AUTHORIZE OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE DEVELOPMENT, AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, for the last several years, the State has enacted housing-related statutes that either limit or prohibit the use of local subjective standards for new development; and

WHEREAS, the City has historically regulated new housing development through a mix of subjective and objective standards to ensure that each project is reasonable and compatible with surrounding uses and City goals and objectives; and

WHEREAS, the City's current objective standards on their own are not sufficient to ensure that new housing development is reasonable or compatible; and

WHEREAS, as state law has evolved to increasingly limit the City's use of subjective standards, the need for more and more-thoughtful objective standards has become urgent; and

WHEREAS, specifically the approval of multiple-family residential and mixed-use residential development projects in various zoning districts based solely on the default standards currently in the City's Development Code, without additional appropriate objective regulations governing project design, site planning, building massing, height, setback, landscape, building type, architectural review, and similar criteria, threatens to adversely impact the character of existing neighborhoods and to negatively impact property values, personal privacy, and fire safety; and

WHEREAS, the City desires now to amend its local regulatory scheme to provide reasonable and appropriate objective standards, in compliance with state law and the City's own adopted housing element; and

WHEREAS, to protect public safety, health, and welfare, the City Council may adopt this ordinance as an urgency measure in accordance with Government Code section 36937(b) and the City of Ontario Municipal Code; and

WHEREAS, as part of the implementation of the City's Housing Element Update the City prepared this Development Code Amendment to implement multiple-family residential and mixed-use residential objective development and design standards consistent with the policy program for these standards; and

WHEREAS, the urgency ordinance will allow the City to respond and impose consistent development standards to address the anticipated increase in housing development project applications. The ODDS adoption by urgency ordinance be followed at the earliest possible time by a non- urgency ordinance that will be considered for approval by the Planning Commission before returning to the City Council for ultimate adoption; and

WHEREAS, on June 4, 2024, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred; and

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDAINED by the City Council of the City of Ontario, as follows:

SECTION 1: ***Incorporation of Recitals.*** The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2: ***Environmental Determination and Findings.*** Adoption of this urgency ordinance has been assessed under CEQA and is deemed exempt based on CEQA Guidelines Section 15183, as it involves the adoption and implementation of Design Standards. This falls under the exemption for Projects Consistent with a Community Plan, General Plan, or Zoning, as it directs staff to adopt standards aligned with the General Plan Housing Element policy for multiple-family residential development. The determination relies on Section 15004, providing guidance on the timing of environmental review. While projects using the Design Standards may need environmental documents, the adoption of Objective Development and Design Standards is exempt from CEQA as it won't significantly impact the environment. Staff recommends City Council acknowledge the exemption, accept the NOE, and instruct staff to file the document under CEQA and the CEQA Guidelines (14 CCR Section 1500 et seq.).

SECTION 3: ***General Plan Consistency.*** This ordinance is, as a matter of law, consistent with the City's General Plan under the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy
- Operate in a Businesslike Manner

(2) Vision.

Distinctive Development:

- Commercial and Residential Development

- Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Policy Plan (General Plan)

Land Use Element:

- Goal LU-1 Balance. A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

Housing Element:

- Goal H-2 Housing Supply & Diversity. Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

  - H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

  - H-2.6 Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.

Community Economics Element:

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

  - CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract

business in growing sectors of the community while being respectful of existing viable uses.

- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

  - CE-2.1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE-2.4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

Community Design Element:

- Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

  - CD-1.1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing, enhancing, and preserving the character of our existing viable neighborhoods.

  - CD-1.2 Place Types. We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.

- Goal CD-2 Design Quality. A high level of design quality resulting in neighborhoods, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.

  - CD-2.1 Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through:

    - Building volume, massing, and height to provide context-appropriate scale and proportion;
    - A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and

- Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

➢ CD-2.8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.

➢ CD-2.9 Landscape Design. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

➢ CD-2.10 Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:

- Structured parking: facade articulation, screening, appropriate lighting, and landscaping; and
- Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.

▪ Goal CD-3 Urban, Mixed Use, and Transit-Oriented Place Types: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

➢ CD-3.4 Context-Aware and Appropriate Design. We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.

➢ CD-3.5 Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public

spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).

SECTION 4: ***Code Amendment.*** The REFERENCE Section of the Ontario Development Code is hereby amended to read in its entirety as follows:

Reference J – Objective Development & Design Standards.

This section incorporates by reference the Objective Development and Design Standards, or "ODDS," that are adopted and amended by the City Council by resolution. The ODDS are binding requirements and standards.

SECTION 5: ***Effective Date.*** This ordinance takes effect immediately upon its adoption.

SECTION 6: ***Submittal to HCD.*** The City Clerk shall submit a copy of this ordinance along with the ODDS and the resolution adopting the ODDS to the Department of Housing and Community Development within 60 days after adoption.

SECTION 7: ***Severability.*** If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this ordinance are severable. The City Council declares that it would have adopted this ordinance irrespective of the invalidity of any portion thereof.

SECTION 8: ***Publication and Posting.*** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 4th day of June 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Urgency Ordinance No. _____ was duly introduced and adopted at the regular meeting of the City Council of the City of Ontario held on the 4th day of June 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Urgency Ordinance No._____ duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024, and the entire Ordinance was published on May 10, 2024 in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Financial Services Prepared By: Jennifer Schaefer Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Doreen Nunes Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 29

SUBJECT: **A RESOLUTION AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES) SPECIAL TAX BONDS, SERIES 2024 AND RELATED MATTERS**

RECOMMENDATION: That the City Council take the following actions:

A. Consider and adopt a Resolution authorizing the issuance of City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "Bonds"), in an aggregate principal amount not-to-exceed $12.5 million, authorizing the execution and delivery of an Indenture, a Bond Purchase Agreement, a Continuing Disclosure Agreement and an Amended and Restated Acquisition and Funding Agreement, authorizing the distribution of an Official Statement and related actions;
B. Consider and adopt a Resolution of the City of Ontario making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related actions;
C. Authorize the issuance of special tax bonds for public improvements required to facilitate the development of the Countryside Phase 2 South - Facilities project and the Ontario Ranch development;
D. Approve the forms of the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, an Amended and Restated Acquisition and Funding Agreement, and the Preliminary Official Statement;
E. Authorize a negotiated sale of the special tax bonds to Samuel A. Ramirez & Co., in accordance with the terms of the Bond Purchase Agreement; and
F. Authorize the execution of the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, a deemed final certification in connection with the Preliminary Official Statement, a final Official Statement and other documents in connection with the issuance of the bonds by the City Manager or the other specified authorized officers.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public

Facilities)

Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The use of Mello-Roos financing for public facilities in the residential development of the Countryside Phase 2 South - Facilities project in the Ontario Ranch development, is estimated to generate approximately $12.5 million in bond proceeds based on current market interest rates. These funds will be used to help fund a portion of the public infrastructure improvements that will serve the project area. The Resolution authorizing the issuance of City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024, and related matters, limits the principal amount of the bonds to $12.5 million. The City currently expects the bonds to be sold no later than December 2024; however, such schedule could change based on market volatility and market conditions. Since Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcels in the applicable community facilities district, there is no direct impact to the General Fund from the issuance of Mello-Roos bonds. Annual approval by the City Council will be required to process the special tax levies necessary to fund the ongoing debt service obligations of the Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities).

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 provides local government, with the requisite consent and approval from the property owners, the authority to establish community facilities districts for levying special taxes to fund governmental services and finance various kinds of public infrastructure facilities. Under the Mello-Roos Act, the initial steps in the formation of a community facilities district to finance public improvements are adopting a Resolution declaring the City's intention to establish a community facilities district and levy special taxes, a Resolution to issue bonds, and a Resolution of the City of Ontario making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related matters. On September 5, 2017, the City Council, in accordance with the Mello-Roos Act, took the initial steps in the formation of the District with the adoption of Resolution No. 2017-108, declaring the City's intention to establish the District and to authorize the levy of special taxes, and Resolution No. 2017-109 deeming it necessary for the District to incur bonded indebtedness. On October 17, 2017, the City Council adopted Resolution No. 2017-123 forming the District. Based on a successful property owner election held on October 17, 2017, the City Council adopted Ordinance No. 3082 on November 7, 2017, authorizing the levy of special taxes within the District to finance public improvements related to the Countryside Phase 2 South - Facilities project. On June 7, 2022, the City Council initiated change proceedings to amend the Original Rate and Method and increase the maximum bonded indebtedness. On August 2, 2022, the City Council adopted Ordinance No. 3221 amending and restating Ordinance No. 3082 authorizing the levy of special taxes in accordance with the Rate and Method.

The public improvements to be financed by the District are as follows:

- Water and Recycled Water System Facilities;
- Fiber Optic System Facilities;
- Streets and Traffic Circulation System Facilities; and
- Storm Drain Facilities.

The Countryside Phase 2 South - Facilities project addresses the residential development of approximately 34.00 gross acres located west of Archibald Avenue, east of the Cucamonga Creek Channel, south of Chino Avenue and generally north of Schaefer Avenue. At build out, the project is projected to include 235 single-family residential units.

The proposed Resolutions references several bond documents and other matters related to the proposed issuance of bonds by City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities). The documents are listed below and are on file with the Records Management Department:

- Indenture;
- Bond Purchase Agreement;
- Continuing Disclosure Agreement;
- Amended and Restated Acquisition and Funding Agreement; and
- Preliminary Official Statement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES) SPECIAL TAX BONDS, SERIES 2024, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $12,500,000, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND AN AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has formed City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act");

WHEREAS, the Community Facilities District is authorized under the Act to levy a special tax (the "Special Tax") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Tax;

WHEREAS, in order to provide funds to finance certain of the Facilities, the Community Facilities District proposes to issue its City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "Series 2024 Bonds"), in the aggregate principal amount of not to exceed $12,500,000;

WHEREAS, in order to provide for the authentication and delivery of the Series 2024 Bonds, to establish and declare the terms and conditions upon which the Series 2024 Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District proposes to enter into an Indenture with Zions Bancorporation, National Association, as trustee (the "Trustee") (such Indenture, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Indenture");

WHEREAS, Samuel A. Ramirez & Co., Inc. (the "Underwriter"), has presented the Community Facilities District with a proposal, in the form of a Bond Purchase Agreement, to purchase the Series 2024 Bonds from the Community Facilities District (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Purchase Agreement");

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Series 2024 Bonds, the underwriter thereof must have reasonably determined that the Community Facilities District, as the issuer of the Series 2024 Bonds, has undertaken in a written agreement or contract for the benefit of the holders of the Series 2024 Bonds to provide disclosure of certain financial information and certain listed events on an ongoing basis;

WHEREAS, in order to cause such requirement to be satisfied, the Community Facilities District desires to enter into a Continuing Disclosure Agreement with the Trustee (such Continuing Disclosure Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Continuing Disclosure Agreement");

WHEREAS, a form of the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2024 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Preliminary Official Statement");

WHEREAS, the City and Forestar Countryside, L.L.C. ("Forestar") previously entered into the Acquisition and Funding Agreement, dated as of October 1, 2017 (the "Original Acquisition Agreement"), pursuant to which, in accordance with the terms set forth therein, Forestar is to construct or cause to be constructed certain of the Facilities that, upon satisfaction of the conditions specified therein, the City is to acquire and take title to, and Forestar is to be paid the purchase price of, determined as set forth therein, which purchase price is to be paid from the proceeds of the special tax or bonds of the Community Facilities District;

WHEREAS, Forestar and Lennar Homes of California, LLC (the "Developer") previously entered into the Assignment and Assumption Agreement, dated as of February 7, 2022, pursuant to which, in accordance with the terms set forth therein, the Developer accepted the assignment of the Original Acquisition Agreement from Forestar and unconditionally assumed all of the obligations, liabilities and responsibilities and agreed to perform all of the obligations of Forestar under the Original Acquisition Agreement;

WHEREAS, the Original Acquisition Agreement provides that the Original Acquisition Agreement may be amended by an instrument in writing executed and delivered by the City and the Developer;

WHEREAS, the City and the Developer desire to amend certain provisions of, and restate, the Original Acquisition Agreement;

WHEREAS, there has been presented to this meeting a form of an Amended and Restated Acquisition and Funding Agreement that so amends and restates the Original Acquisition Agreement (such Amended and Restated Acquisition and Funding

Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Amended and Restated Acquisition Agreement");

WHEREAS, there have been prepared and submitted to this meeting forms of:

(a) the Indenture;

(b) the Purchase Agreement;

(c) the Continuing Disclosure Agreement;

(d) the Preliminary Official Statement; and

(e) the Amended and Restated Acquisition Agreement;

WHEREAS, Kitty Siino & Associates, Inc. has prepared and provided to the Community Facilities District an appraisal report, dated May 6, 2024 (the "Appraisal"), providing an opinion of value of the property in the Community Facilities District, which has been submitted to this meeting;

WHEREAS, Section 5852.1 of the California Government Code requires that the City Council obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of the Series 2024 Bonds, good faith estimates of (a) the true interest cost of the Series 2024 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Series 2024 Bonds, (c) the amount of proceeds of the Series 2024 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2024 Bonds, and (d) the sum total of all debt service payments on the Series 2024 Bonds calculated to the final maturity of the Series 2024 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Series 2024 Bonds;

WHEREAS, in compliance with Section 5852.1 of the California Government Code, the City Council has obtained from Urban Futures, Inc., as the Community Facilities District's municipal advisor (the "Municipal Advisor"), the required good faith estimates, which the Municipal Advisor has prepared in consultation with the Underwriter, and such estimates are disclosed and set forth in Exhibit A attached hereto;

WHEREAS, the Community Facilities District desires to proceed to issue and sell the Series 2024 Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Series 2024 Bonds; and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. Subject to the provisions of Section 3 hereof, the issuance of the Series 2024 Bonds, in an aggregate principal amount of not to exceed $12,500,000, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, be and the same is hereby authorized and approved. The Series 2024 Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution.

Section 3. The Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City, the Assistant City Manager of the City, the Executive Director of Finance of the City, the Deputy City Treasurer of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Indenture in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Series 2024 Bonds in excess of $12,500,000, shall not result in a final maturity date of the Series 2024 Bonds later than September 1, 2055, and shall not result in a true interest cost for the Series 2024 Bonds in excess of 6.00%.

Section 4. The Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Purchase Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Purchase Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not result in an aggregate underwriter's discount (not including any original issue discount) from the principal amount of the Series 2024 Bonds in excess of 1.50% of the aggregate principal amount of the Series 2024 Bonds. The City Council hereby finds and determines that the sale of the Series 2024 Bonds at negotiated sale as contemplated by the Purchase Agreement will result in a lower overall cost.

Section 5. The Continuing Disclosure Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Continuing Disclosure Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Agreement by such Authorized Officer.

Section 6. The Preliminary Official Statement, in substantially the form presented to this meeting and made a part hereof as though set forth in full herein, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, be and the same is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2024 Bonds is hereby authorized and approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, to certify on behalf of the Community Facilities District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 7. The preparation and delivery of a final Official Statement (the "Official Statement"), and its use in connection with the offering and sale of the Series 2024 Bonds, be and the same is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute the final Official Statement and any amendment or supplement thereto.

Section 8. The Amended and Restated Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Amended and Restated Acquisition Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Amended and Restated Acquisition Agreement by such Authorized Officer.

Section 9. Based upon the value of the property within the Community Facilities District reported in the Appraisal and the value-to-lien information for such property set forth in the Preliminary Official Statement, the City Council, for purposes of Section 53345.8 of the Act, hereby finds and determines that the value of the real property that would be subject to the Special Tax to pay debt service on the Series 2024 Bonds will be at least three times the principal amount of the Series 2024 Bonds

to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on property within the Community Facilities District or a special assessment levied on property within the Community Facilities District.

Section 10. If and to the extent that any feature or aspect of the Series 2024 Bond structure, the rate and method of apportionment of the Special Tax, the method of financing the Facilities, the appraisal, the absorption study or other components of the Series 2024 Bond issue approved and authorized hereby is inconsistent or in conflict with any requirement, standard, measure or procedure set forth in the City's Mello-Roos Community Facilities Act of 1982 Local Goals and Policies, such requirement, standard, measure or procedure is, to the extent necessary to eliminate such inconsistency or conflict, hereby waived, and the City Council hereby finds and determines that benefit inures to the ultimate property owners, the Community Facilities District and/or the City as a result of such waiver.

Section 11. The City Council hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 12. All actions heretofore taken by the officers, employees and agents of the City with respect to the issuance and sale of the Series 2024 Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 13. The Authorized Officers and the officers, employees and agents of the City are, and each of them is, hereby authorized and directed, for and in the name of the Community Facilities District to take all actions and do any and all things and to execute and deliver any and all agreements, documents, certificates or instruments that they, or any of them, may deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution not inconsistent with the provisions hereof.

Section 14. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series 2024 Bonds in accordance with Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the Community Facilities District by the Municipal Advisor, which the Municipal Advisor has prepared in consultation with the Underwriter.

Principal Amount. The Municipal Advisor has informed the Community Facilities District that, based on the Community Facilities District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Series 2024 Bonds to be issued and sold is $11,040,000 (the "Estimated Principal Amount"), which does not include approximately $82,906 of net premium estimated to be generated based on current market conditions. Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for such bonds is higher than the face value of such bonds. Such Estimated Principal Amount and such estimated net premium amount would produce approximately $1,122,906 of gross proceeds.

True Interest Cost of the Series 2024 Bonds. The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2024 Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Series 2024 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2024 Bonds, is 5.22%.

Finance Charge of the Series 2024 Bonds. The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2024 Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Series 2024 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2024 Bonds), is $440,600.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2024 Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Community Facilities District for sale of the Series 2024 Bonds, less the finance charge of the Series 2024 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Series 2024 Bonds, is $9,944,269.

Total Payment Amount. The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2024 Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Community Facilities District will make to pay debt service on the Series 2024 Bonds, plus the finance charge for the Series 2024 Bonds, as described above, not paid with the proceeds of the Series 2024 Bonds, calculated to the final maturity of the Series 2024 Bonds, is $22,069,473, which excludes any reserves (or interest accrued thereon) or capitalized interest funded or paid with proceeds of the Series 2024 Bonds (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series 2024 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Series 2024 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Series 2024 Bonds issued and sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series 2024 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Series 2024 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Community Facilities District's financing plan, or a combination of such factors. The actual date of sale of the Series 2024 Bonds and the actual principal amount of Series 2024 Bonds issued and sold will be determined by the Community Facilities District based on the timing of the need for proceeds of the Series 2024 Bonds and other factors. The actual interest rates borne by the Series 2024 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Series 2024 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Community Facilities District.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE FACILITIES EXPENDITURES WITH BOND PROCEEDS AND RELATED ACTIONS

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has formed City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act");

WHEREAS, the Community Facilities District is authorized under the Act to levy a special tax (the "Special Tax") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Tax;

WHEREAS, in order to provide funds to finance certain of the Facilities, the Community Facilities District proposes to issue its City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "Series 2024 Bonds");

WHEREAS, beginning the 60-day period prior to the date hereof, the City has paid or incurred, or expects to pay or incur, costs with respect to the Facilities prior to the issuance of the Series 2024 Bonds in order to finance the Facilities;

WHEREAS, the City also may pay or incur certain 'preliminary expenditures' in connection with the Facilities, which term includes architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction;

WHEREAS, in order to reimburse itself for the payment, or pay unpaid costs, of the Facilities, the City anticipates it will issue Series 2024 Bonds in an amount not expected to exceed $12,500,000 for the purpose of financing costs of the Facilities;

WHEREAS, proceeds of the Series 2024 Bonds will be allocated to reimbursement expenditures no later than 18 months after the later of (i) the date the cost is paid, or (ii) the date the Facilities (or each component thereof) is placed in service or abandoned (but in no event more than three years after the cost is paid);

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to reimburse prior expenditures for the Facilities with proceeds of indebtedness; and

WHEREAS, the City wishes to declare its official intent to use proceeds of indebtedness (such as the Series 2024 Bonds) to reimburse expenditures of the Facilities paid before its obligations are issued and to finance the Facilities costs on a long-term

basis with the proceeds of such indebtedness.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. This Resolution is adopted by the City Council solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. Unless otherwise defined, terms used herein shall have the meaning set forth in the Internal Revenue Code of 1986 and in Section 1.150-2 of the Treasury Regulations. This Resolution does not bind the City to make any expenditure, incur any indebtedness, or proceed with construction of the Facilities.

Section 3. All actions heretofore taken by the officers, employees and agents of the City with respect to the actions set forth above are hereby approved, confirmed and ratified.

Section 4. The officers, employees and agents of the City are, and each of them is, hereby authorized and directed, for and in the name of the Community Facilities District to take all actions and do any and all things that they, or any of them, may deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution not inconsistent with the provisions hereof.

Section 5. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 4, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held June 4, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

INDENTURE

by and between

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of _____ 1, 2024

Relating to
City of Ontario
Community Facilities District No. 35
(Countryside Phase 2 South - Facilities)
Special Tax Bonds

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INDENTURE

THIS INDENTURE (this "Indenture"), dated as of _____ 1, 2024, is by and between CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES), a community facilities district organized and existing under the laws of the State of California (the "Community Facilities District"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Ontario has formed the Community Facilities District under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act");

WHEREAS, the Community Facilities District is authorized under the Act to levy a special tax (the "Special Tax") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Tax;

WHEREAS, in order to provide funds to finance a portion of the Facilities, the Community Facilities District desires to provide for the issuance of its City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "Series 2024 Bonds"), in the aggregate principal amount of not to exceed $_____;

WHEREAS, the Community Facilities District desires to provide for the issuance of additional bonds (the "Additional Bonds") for refunding purposes payable from the Special Tax on a parity with the Series 2024 Bonds, provided that said issuance is in accordance with the Act and this Indenture (the Series 2024 Bonds and any such Additional Bonds being collectively referred to as the "Bonds");

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District has authorized the execution and delivery of this Indenture; and

WHEREAS, the Community Facilities District has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Community Facilities District, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special, limited obligations of the Community Facilities District, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the

Bonds by the owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Community Facilities District does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified.

"Accounts" means the accounts from time to time established pursuant to this Indenture in any of the Funds established and maintained by the Trustee pursuant hereto.

"Act" means the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code.

"Additional Bonds" means Bonds other than Series 2024 Bonds issued hereunder in accordance with the provisions of Sections 3.05 and 3.06.

"Administrative Expense Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.07.

"Administrative Expenses" means any reasonably necessary or appropriate expenses incurred in the administration of the Community Facilities District and the Bonds, including (a) the administrative and legal costs of levying and collecting the Special Tax (including costs incurred in connection with any appeals relating thereto and litigation expenses incurred in connection with the collection of such Special Tax), (b) the fees, costs and indemnifications due the Trustee, (c) the costs incurred with on-going disclosure in connection with the Bonds, (d) the costs incurred in connection with the disclosure of the Special Tax to property owners and potential purchasers of property, (e) the amounts required to calculate and pay arbitrage rebate payments to the federal government, and (f) an allocable share of the salaries of the City staff providing services on behalf of the Community Facilities District directly related to the foregoing and an allocable share of City general administrative overhead related thereto.

"Affiliate" of another Person means (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as trustee, guardian, or other fiduciary, 50% or more of any class of equity securities of such other Person, and (b) each Person that controls, is controlled by or is under common control with or by such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Debt Service" means, for each Bond Year, the sum of (a) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the principal of the Outstanding Bonds due in such Bond Year (including by reason of mandatory sinking fund redemptions).

"Authorized Denominations" means (a) with respect to the Series 2024 Bonds, $5,000 and any integral multiple thereof, and (b) with respect to each Series of Additional Bonds, the

authorized denominations for such Series of Additional Bonds specified in the Supplemental Indenture pursuant to which such Additional Bonds are issued.

"Authorized Representative" means, with respect to the Community Facilities District, the Mayor of the City, the City Manager of the City, the Assistant City Manager of the City, the Executive Director of Finance of the City and the Deputy City Treasurer of the City, and any other Person designated as an Authorized Representative of the Community Facilities District in a Written Certificate of the Community Facilities District submitted to the Trustee.

"Average Annual Debt Service" means the average of the Annual Debt Service for all Bond Years, including the Bond Year in which the calculation is made.

"Beneficial Owners" means those Persons for which the Participants have caused the Depository to hold Book-Entry Bonds.

"Bond Counsel" means a firm of nationally recognized bond counsel selected by the Community Facilities District.

"Bond Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.03.

"Bond Year" means the twelve-month period beginning on September 2 in each year and extending to the next succeeding September 1, both dates inclusive, except that the first Bond Year shall begin on the Closing Date and end on September 1, 2024.

"Bonds" means the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds issued hereunder, and includes the Series 2024 Bonds and any Additional Bonds.

"Book-Entry Bonds" means the Bonds of a Series registered in the name of the Depository, or the Nominee thereof, as the registered owner thereof pursuant to the terms and provisions of Section 2.07.

"Business Day" means a day that is not (a) a Saturday, Sunday or legal holiday in the State, (b) a day on which banking institutions in the State, or in any state in which the Office of the Trustee is located, are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to a Series of Book-Entry Bonds.

"Circulation System Facility" has the meaning ascribed to the term "Circulation System Segment" in the NMC Acquisition Agreement.

"City" means the City of Ontario, a general law city organized and existing under the laws of the State, and its successors.

"City Council" means the City Council of the City.

"City Facilities Account" means the Account by that name within the Improvement Fund established and held by the Trustee pursuant to Section 3.04.

"City Park Account" means the Account by that name within the Improvement Fund established and held by the Trustee pursuant to Section 3.04.

"Closing Date" means the date upon which the Series 2024 Bonds are delivered to the Original Purchaser, being _____, 2024.

"Code" means the Internal Revenue Code of 1986.

"Community Facilities District" means City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities), a community facilities district organized and existing under the laws of the State, and its successors.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of _____ 1, 2024, by and between the Community Facilities District and Zions Bancorporation, National Association, as Trustee, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Corresponding Bond Year" means, with respect to any Fiscal Year, the Bond Year that commences in such Fiscal Year.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Community Facilities District relating to the authorization, issuance, sale and delivery of the Bonds, including printing expenses, rating agency fees, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel, including the Trustee's first annual administrative fee, fees, charges and disbursements of attorneys, municipal advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds, any premium for a bond insurance policy securing payment of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Costs of Issuance Fund" means the Fund by that name established and held by the Trustee pursuant to Section 3.03.

"County" means the County of San Bernardino, a county and political subdivision of the State organized and existing under the laws of the State, and any successor thereto.

"County Assessor" means the Assessor of the County.

"County Auditor" means the Auditor-Controller of the County.

"Defeasance Securities" means (a) non-callable direct obligations of the United States of America ("United States Treasury Obligations"), and (b) evidences of ownership of proportionate interests in future interest and principal payments on United States Treasury Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying

United States Treasury Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Depository" means DTC, and its successors as securities depository for any Series of Book-Entry Bonds, including any such successor appointed pursuant to Section 2.07.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York.

"Electronic Means" means e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Event of Default" means any event specified in Section 7.01.

"Facilities" means the public facilities authorized to be financed by the Community Facilities District, as described in the Resolution of Formation.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the Community Facilities District.

"Funds" means the separate funds from time to time established and maintained by the Trustee pursuant hereto.

"Improvement Fund" means the Fund by that name established and held by the Trustee pursuant to Section 3.04.

"Indenture" means this Indenture, dated as of _____ 1, 2024, by and between the Community Facilities District and Zions Bancorporation, National Association, as Trustee, as originally executed and as it may be amended, supplemented or otherwise modified from time to time by any Supplemental Indenture.

"Independent Consultant" means any consultant or firm of such consultants selected by the Community Facilities District and who, or each of whom (a) is generally recognized to be qualified in the financial consulting field, (b) is in fact independent and not under the control of the Community Facilities District, the City, NMC Builders, Lennar or any Affiliate thereof, (c) does not have any substantial interest, direct or indirect (i) with or in the Community Facilities District, the City, NMC Builders, Lennar or any Affiliate thereof, (ii) with or in any owner of real property in the Community Facilities District, or (iii) in any real property in the Community Facilities District, and (d) is not connected with the Community Facilities District, the City, NMC Builders, Lennar or any Affiliate thereof as an officer or employee thereof, but who may be regularly retained to make reports to the Community Facilities District or the City.

"Interest Account" means the Account by that name within the Bond Fund established and held by the Trustee pursuant to Section 5.03.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2025.

"Lennar" means Lennar Homes of California, LLC, a limited liability company organized and existing under the laws of the State, and any successor thereto.

"Lennar Acquisition Account" means the Account by that name within the Improvement Fund established and held by the Trustee pursuant to Section 3.04.

"Lennar Acquisition Agreement" means the Amend and Restated Acquisition and Funding Agreement, dated as of _____ 1, 2024, by and between the City and Lennar, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Lennar Facilities" has the meaning ascribed to the term "Facilities" in the Lennar Acquisition Agreement.

"Lennar Payment Request" has the meaning ascribed to the term "Payment Request" in the Lennar Acquisition Agreement.

"Letter of Representations" means the Letter of Representations from the Community Facilities District to the Depository, in which the Community Facilities District makes certain representations with respect to issues of its securities for deposit by the Depository.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year, including the Bond Year in which the calculation is made.

"Moody's" means Moody's Investors Service, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Community Facilities District.

"Net Special Tax Revenues" means Special Tax Revenues, less amounts required to pay Administrative Expenses.

"NMC Acquisition Account" means the Account by that name within the Improvement Fund established and held by the Trustee pursuant to Section 3.04.

"NMC Acquisition Agreement" means the Amended and Restated Acquisition and Funding Agreement, dated as of November 1, 2022, by and between the City and NMC Builders, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"NMC Builders" means NMC Builders, LLC, a limited liability company organized and existing under the laws of the State of California, and any successor thereto.

"NMC Facilities" has the meaning ascribed to the term "Facilities" in the NMC Acquisition Agreement.

"NMC Payment Request" has the meaning ascribed to the term "Payment Request" in the NMC Acquisition Agreement.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.07.

"Office of the Trustee" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the Community Facilities District by the Trustee in writing; provided, however, that with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted, which other office or agency shall be specified to the Community Facilities District by the Trustee in writing.

"Ordinance" means any ordinance adopted by the City Council levying the Special Tax.

"Original Purchaser" means the original purchaser of the Series 2024 Bonds from the Community Facilities District.

"Outstanding" means, when used as of any particular time with reference to Bonds, subject to the provisions of Section 11.07, all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation, (b) Bonds with respect to which all liability of the Community Facilities District shall have been discharged in accordance with Section 10.01, and (c) Bonds in lieu of which other Bonds shall have been authenticated and delivered by the Trustee, or that have been paid without surrender thereof, pursuant to Section 2.08.

"Owner" means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

"Participant" means any entity that is recognized as a participant by DTC in the book-entry system of maintaining records with respect to Book-Entry Bonds.

"Participating Underwriter" has the meaning ascribed to such term in the Continuing Disclosure Agreement.

"Permitted Investments" is defined in Exhibit A hereto.

"Person" means an individual, corporation, limited liability company, firm, association, partnership, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Principal Account" means the Account by that name within the Bond Fund established and held by the Trustee pursuant to Section 5.03.

"Rate and Method" means the rate and method of apportionment of the Special Tax approved by the qualified electors of the Community Facilities District.

"Rebate Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.06.

"Rebate Requirement" has the meaning ascribed to such term in the Tax Certificate.

"Record Date" means, with respect to interest payable on any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

"Redemption Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.05.

"Redemption Price" means the aggregate amount of principal of and premium, if any, on the Bonds upon the redemption thereof pursuant hereto.

"Registration Books" means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.05.

"Reserve Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.04.

"Reserve Requirement" means, as of the date of any calculation, the least of (a) "10% of the proceeds of the issue," within the meaning of Section 148 of the Code, with respect to the Bonds (excluding from such calculation Bonds refunded with the proceeds of subsequently issued Bonds), (b) Maximum Annual Debt Service, and (c) 125% of Average Annual Debt Service.

"Resolution of Formation" means Resolution No. 2017-123, adopted by the City Council on October 17, 2017, as originally adopted and as it may be amended, supplemented or otherwise modified from time to time.

"S&P" means S&P Global Ratings, a business unit of Standard and Poor's Financial Services, LLC, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Community Facilities District.

"Series" means the initial series of Bonds executed, authenticated and delivered on the date of initial issuance of the Bonds and designated pursuant to this Indenture as the Series 2024 Bonds, and any Additional Bonds issued pursuant to a Supplemental Indenture and identified as a separate Series of Bonds.

"Series 2024 Bonds" means the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024, issued hereunder.

"Services" has the meaning ascribed to such term in the Rate and Method.

"Special Tax" means the special tax described and defined in the Rate and Method as "Special Tax" approved by the qualified electors to be levied within the Community Facilities District pursuant to the Act and the Rate and Method.

"Special Tax Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.02.

"Special Tax Revenues" means the proceeds of the Special Tax received by or on behalf of the Community Facilities District, other than proceeds of the Special Tax levied to pay the costs of Services received by or on behalf of the Community Facilities District, including any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax, which shall be limited to the amount of said lien and interest and penalties thereon.

"State" means the State of California.

"Supplemental Indenture" means any supplemental indenture modifying or amending this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Certificate" means the Tax Certificate executed by the Community Facilities District at the time of issuance of the Series 2024 Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Trustee" means Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, or any successor thereto as Trustee hereunder substituted in its place as provided herein.

"Verification Report" means, with respect to the deemed payment of Bonds pursuant to clause (ii) of Section 10.02(a), a report of a nationally recognized certified public accountant, or firm of such accountants, verifying that the Defeasance Securities and cash, if any, deposited in connection with such deemed payment satisfy the requirements of clause (ii) of Section 10.02(a).

"Written Certificate" and **"Written Request"** of the Community Facilities District mean, respectively, a written certificate or written request signed in the name of the Community Facilities District by an Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Section 1.02. Rules of Construction. (a) The terms defined herein expressed in the singular shall, unless the context otherwise indicates, include the plural and vice versa.

(b) The use herein of the masculine, feminine or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine or neuter gender, as appropriate.

(c) References herein to a document shall include all amendments, supplements or other modifications to such document, and any replacements, substitutions or novation of, that document.

(d) Any term defined herein by reference to another document shall continue to have the meaning ascribed thereto whether or not such other document remains in effect.

(e) The use herein of the words "including" and "includes," and words of similar import, shall be deemed to be followed by the phrase "without limitation."

(f) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(g) All references herein to designated "Articles," "Sections," "Exhibits," "subsections," "paragraphs," "clauses," and other subdivisions are to the designated Articles, Sections, Exhibits, subsections, paragraphs, clauses, and other subdivisions of this Indenture.

(h) The words "hereof" (except when preceded by a specific Section or Article reference) "herein," "hereby," "hereunder," "hereinabove," "hereinafter," and other equivalent words and phrases used herein refer to this Indenture and not solely to the particular portion hereof in which any such word is used.

(i) Any reference to a Person, or a Person in a specified capacity, shall be construed to include such Person's successors or such Person's successors in such capacity, as the case may be.

Section 1.03. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Community Facilities District, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of, premium, if any, and interest on all Bonds that may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Community Facilities District shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

THE BONDS

Section 2.01. Authorization of Bonds; Special, Limited Obligations. (a) The Community Facilities District hereby authorizes the issuance of the Bonds under and subject to the terms of this Indenture, the Act and other applicable laws of the State. The Bonds may consist of one or more Series of Bonds of varying denominations, dates, maturities, interest rates and other provisions, subject to the provisions and conditions contained herein. The Bonds shall be designated generally as the "City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds," each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Bonds.

(b) The Bonds shall be special, limited obligations of the Community Facilities District, payable, as provided herein, solely from Net Special Tax Revenues and the other assets pledged therefor hereunder. Neither the faith and credit nor the taxing power of the Community Facilities District (except to the limited extent set forth herein), the City or the State, or any political subdivision thereof, is pledged to the payment of the Bonds.

Section 2.02. Terms of Series 2024 Bonds. (a) The Series 2024 Bonds shall be designated "City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024." The aggregate principal amount of Series 2024 Bonds that may be issued and Outstanding under this Indenture shall not exceed $_____, except as may be otherwise provided in Section 2.08.

(b) The Series 2024 Bonds shall be issued in fully registered form without coupons in Authorized Denominations, so long as no Series 2024 Bond shall have more than one maturity date. The Series 2024 Bonds shall be dated as of the Closing Date, shall be in the aggregate principal amount of $_____, shall mature on September 1 of each year, shall bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) and shall be in the principal amounts as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate
	$	%

(c) Interest on the Series 2024 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2024 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event interest thereon shall be payable from such Interest Payment Date, (ii) a Series 2024 Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Closing Date, or (iii) interest on any Series 2024 Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has previously been paid or duly provided for. Interest shall be paid in lawful money of the United States on each Interest Payment Date. Interest shall be paid by check of the Trustee mailed by first-class mail, postage prepaid, on each Interest Payment Date to the Owners of the Series 2024 Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. Notwithstanding the foregoing, interest on any Series 2024 Bond that is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Series 2024 Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten days prior to such special record date.

(d) The principal of the Series 2024 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

(e) The Series 2024 Bonds shall be subject to redemption as provided in Article IV.

(f) The Series 2024 Bonds shall be in substantially the form set forth in Exhibit B hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby.

Section 2.03. Execution of Bonds. The Bonds shall be executed in the name and on behalf of the Community Facilities District with the manual or facsimile signature of the Mayor of the City attested by the manual or facsimile signature of the City Clerk of the City. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of such officers who shall have signed or attested any of the Bonds shall cease to be such officers before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Community Facilities District, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Community Facilities District as though those who signed and attested the same had continued to be such officers, and also any Bonds may be signed and attested on behalf of the Community Facilities District by such Persons as at the actual date of execution of such Bonds shall be the proper officers of the City although at the nominal date of such Bonds any such Person shall not have been such officer of the City.

Section 2.04. Authentication of Bonds. Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form as that set forth in Exhibit B hereto for the Series 2024 Bonds, manually executed by the Trustee, shall be valid or obligatory for any

purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.05. Registration Books. The Trustee shall keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the Community Facilities District. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds.

Section 2.06. Transfer and Exchange of Bonds. (a) Any Bond may be transferred upon the Registration Books by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond to the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be so surrendered for transfer, the Community Facilities District shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds of the same Series and maturity in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

(b) The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and maturity of other Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

(c) The Trustee shall not be obligated to make any transfer or exchange of Bonds of a Series pursuant to this Section during the period established by the Trustee for the selection of Bonds of such Series for redemption, or with respect to any Bonds of such Series selected for redemption.

Section 2.07. Book-Entry System. (a) Prior to the issuance of a Series of Bonds, the Community Facilities District may provide that such Series of Bonds shall initially be issued as Book-Entry Bonds, and in such event, the Bonds of such Series for each maturity date shall be in the form of a separate single fully registered Bond (which may be typewritten). Upon initial issuance, the ownership of each such Bond of such Series shall be registered in the Registration Books in the name of the Nominee, as nominee of the Depository. The Series 2024 Bonds shall initially be issued as Book-Entry Bonds.

Payment of principal of, and interest and premium, if any, on, any Book-Entry Bond registered in the name of the Nominee shall be made on the applicable payment date by wire transfer of New York clearing house or equivalent next day funds or by wire transfer of same day funds to the account of the Nominee. Such payments shall be made to the Nominee at the address that is, on the Record Date, shown for the Nominee in the Registration Books.

(b) With respect to Book-Entry Bonds, the Community Facilities District and the Trustee shall have no responsibility or obligation to any Participant or to any Person on behalf of

which such a Participant holds an interest in such Book-Entry Bonds. Without limiting the immediately preceding sentence, the Community Facilities District and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in Book-Entry Bonds, (ii) the delivery to any Participant or any other Person, other than an Owner as shown in the Registration Books, of any notice with respect to Book-Entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in Book-Entry Bonds of a maturity to be redeemed in the event such Book-Entry Bonds are redeemed in part, (iv) the payment to any Participant or any other Person, other than an Owner as shown in the Registration Books, of any amount with respect to principal of, or premium, if any, or interest on Book-Entry Bonds, or (v) any consent given or other action taken by the Depository as Owner.

(c) The Community Facilities District and the Trustee may treat and consider the Person in whose name each Book-Entry Bond is registered in the Registration Books as the absolute Owner of such Book-Entry Bond for the purpose of payment of principal of, and premium, if any, and interest on such Bond, for the purpose of selecting any Bonds, or portions thereof, to be redeemed, for the purpose of giving notices of redemption and other matters with respect to such Book-Entry Bond, for the purpose of registering transfers with respect to such Book-Entry Bond, for the purpose of obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and the Community Facilities District and the Trustee shall not be affected by any notice to the contrary.

(d) In the event of a redemption of all or a portion of a Book-Entry Bond, the Depository, in its discretion (i) may request the Trustee to authenticate and deliver a new Book-Entry Bond, or (ii) if the Depository is the sole Owner of such Book-Entry Bond, shall make an appropriate notation on the Book-Entry Bond indicating the date and amounts of the reduction in principal thereof resulting from such redemption, except in the case of final payment, in which case such Book-Entry Bond must be presented to the Trustee prior to payment.

(e) The Trustee shall pay all principal of, and premium, if any, and interest on the Book-Entry Bonds only to or "upon the order of" (as that term is used in the Uniform Commercial Code as adopted in the State) the respective Owner, as shown in the Registration Books, or such Owner's respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to payment of principal of, and premium, if any, and interest on the Book-Entry Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Registration Books, shall receive an authenticated Book-Entry Bond. Upon delivery by the Depository to the Owners, the Community Facilities District and the Trustee of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture shall refer to such nominee of the Depository.

(f) In order to qualify the Book-Entry Bonds for the Depository's book-entry system, the Community Facilities District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the Community Facilities District or the Trustee any obligation whatsoever with respect to Persons having interests in such Book-Entry Bonds other than the Owners, as shown

on the Registration Books. Such Letter of Representations may provide the time, form, content and manner of transmission, of notices to the Depository. In addition to the execution and delivery of a Letter of Representations by the Community Facilities District, the Community Facilities District and the Trustee shall take such other actions, not inconsistent with this Indenture, as are reasonably necessary to qualify Book-Entry Bonds for the Depository's book-entry program.

(g) In the event the Community Facilities District determines that it is in the best interests of the Beneficial Owners that they be able to obtain certificated Bonds and that such Bonds should therefore be made available and notifies the Depository and the Trustee of such determination, the Depository will notify the Participants of the availability through the Depository of certificated Bonds. In such event, the Trustee shall transfer and exchange certificated Bonds as requested by the Depository and any other Owners in appropriate amounts. In the event (i) the Depository determines not to continue to act as securities depository for Book-Entry Bonds, or (ii) the Depository shall no longer so act and gives notice to the Trustee of such determination, then the Community Facilities District shall discontinue the Book-Entry system with the Depository. If the Community Facilities District determines to replace the Depository with another qualified securities depository, the Community Facilities District shall prepare or direct the preparation of a new single, separate, fully registered Bond of the appropriate Series for each maturity date of such Book-Entry Bonds, registered in the name of such successor or substitute qualified securities depository or its nominee. If the Community Facilities District fails to identify another qualified securities depository to replace the Depository, then the Book-Entry Bonds shall no longer be restricted to being registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of Sections 2.06, 2.08 and 2.09. Whenever the Depository requests the Community Facilities District to do so, the Community Facilities District shall cooperate with the Depository in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Book-Entry Bonds to any Participant having Book-Entry Bonds credited to its account with the Depository, and (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Book-Entry Bonds.

(h) Notwithstanding any other provision of this Indenture to the contrary, if the Depository is the sole Owner of the Bonds of a Series, so long as any Book-Entry Bond of such Series is registered in the name of the Nominee, all payments of principal of, and premium, if any, and interest on such Book-Entry Bond and all notices with respect to such Book-Entry Bond shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository.

(i) In connection with any notice or other communication to be provided to Owners pursuant to this Indenture by the Community Facilities District or the Trustee, with respect to any consent or other action to be taken by Owners of Book-Entry Bonds, the Trustee shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Section 2.08. <u>Bonds Mutilated, Lost, Destroyed or Stolen</u>. If any Bond shall become mutilated, the Community Facilities District, at the expense of the Owner of said Bond, shall

execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of the same Series and maturity in a like principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Community Facilities District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity reasonably satisfactory to the Trustee shall be given, the Community Facilities District, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of the same Series and maturity in a like aggregate principal amount in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been selected for redemption, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The Community Facilities District may require payment by the Owner of a sum not exceeding the actual cost of preparing the replacement Bond delivered thereto under this Section and the expenses incurred by the Community Facilities District and the Trustee in connection therewith. Any Bond of a Series issued under the provisions of this Section in lieu of any Bond of such Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Community Facilities District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bonds of such Series secured by this Indenture.

Section 2.09. Temporary Bonds. The Bonds of a Series may be issued in temporary form exchangeable for definitive Bonds of such Series when ready for delivery. Any temporary Bonds may be printed, lithographed or typewritten, shall be of such Authorized Denominations as may be determined by the Community Facilities District, shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Community Facilities District and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Community Facilities District issues temporary Bonds of a Series it shall execute and deliver definitive Bonds of such Series as promptly thereafter as practicable, and thereupon the temporary Bonds of such Series may be surrendered, for cancellation, at the Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of such Series and maturities in Authorized Denominations. Until so exchanged, the temporary Bonds of such Series shall be entitled to the same benefits under this Indenture as definitive Bonds of such Series authenticated and delivered hereunder.

ARTICLE III

ISSUANCE OF SERIES 2024 BONDS; APPLICATION OF PROCEEDS; ADDITIONAL BONDS

Section 3.01. Issuance of Series 2024 Bonds. The Community Facilities District may at any time execute the Series 2024 Bonds and deliver the same to the Trustee. The Trustee shall authenticate the Series 2024 Bonds and deliver the Series 2024 Bonds to the Original Purchaser upon receipt of a Written Request of the Community Facilities District and upon receipt of the purchase price therefor.

Section 3.02. Application of Proceeds. (a) On the Closing Date, the proceeds of the sale of the Series 2024 Bonds received by the Trustee, $_____, shall be deposited by the Trustee as follows:

(i) the Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund;

(ii) the Trustee shall deposit the amount of $_____ in the Reserve Fund, which is equal to the Reserve Requirement;

(iii) the Trustee shall deposit the amount of $_____ in the Lennar Acquisition Account;

(iv) the Trustee shall deposit the amount of $_____ in the NMC Acquisition Account;

(v) the Trustee shall deposit the amount of $_____ in the City Park Account; and

(vi) the Trustee shall deposit the amount of $_____ in the City Facilities Account.

(b) [On the Closing Date, the amount transferred by the Community Facilities District to the Trustee, $_____, which consists of amounts of the Special Tax collected by the Community Facilities District, shall be deposited by the Trustee as follows:

(i) the Trustee shall deposit the amount of $_____ in the Administrative Expense Fund;

(ii) the Trustee shall deposit the amount of $_____ in the Special Tax Fund; and

(iii) the Trustee shall deposit the amount of $_____ in the Lennar Acquisition Account.]

Section 3.03. Costs of Issuance Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Costs of Issuance Fund." On the Closing Date, the Trustee shall

deposit in the Costs of Issuance Fund the amount required to be deposited therein pursuant to Section 3.02. There shall additionally be deposited in the Cost of Issuance Fund the portion, if any, of the proceeds of the sale of any Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

(b) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which the obligation was incurred, (iv) that such payment is a proper charge against the Costs of Issuance Fund, and (v) that payment of such amount has not been the subject of a prior disbursement from the Costs of Issuance Fund, in each case together with a statement or invoice for each amount requested thereunder. On the last Business Day that is no later than six months after the Closing Date, the Trustee shall transfer any amount remaining in the Costs of Issuance Fund to the NMC Acquisition Account, and, upon making such transfer, the Costs of Issuance Fund shall be closed.

(c) If the Costs of Issuance Fund has been closed in accordance with the provisions hereof, the Costs of Issuance Fund shall be reopened and reestablished by the Trustee in connection with the issuance of any Additional Bonds, if so provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued.

Section 3.04. Improvement Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Improvement Fund." Within the Improvement Fund, the Trustee shall establish and maintain a separate Account designated the "Lennar Acquisition Account," a separate Account designated the " NMC Acquisition Account," a separate Account designated the "City Facilities Account," and a separate Account designated the "City Park Account." On the Closing Date, the Trustee shall deposit in each of the Accounts within the Improvement Fund the amount, if any, required to be deposited therein pursuant to Section 3.02. There shall additionally be deposited in each of the Accounts within the Improvement Fund (i) the portion, if any, of the proceeds of the sale of any Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued, and (ii) amounts received by the Trustee when accompanied by a Written Request of the Community Facilities District that such amounts are to be deposited in such Account, which amounts may include Special Tax Revenues collected and received by the Community Facilities District prior to the Closing Date.

(b) The moneys in the Lennar Acquisition Account shall be used and withdrawn by the Trustee from time to time to pay the costs of the Lennar Facilities upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which the obligation was incurred, (iv) that such payment is for costs of the Lennar Facilities and is a proper charge against the Lennar Acquisition Account, (v) that payment of such costs has not been the subject of a prior disbursement from any of the Accounts within the Improvement Fund, and (vi) whether or not such costs of the Lennar Facilities are to be paid pursuant to a Lennar Payment Request submitted in accordance with the Lennar Acquisition Agreement, in each case together with a statement or invoice for each amount requested thereunder. If costs of the Lennar

Facilities are to be paid pursuant to a Lennar Payment Request submitted in accordance with the Lennar Acquisition Agreement, a duplicate original of the signed and approved Lennar Payment Request relating to such costs of the Lennar Facilities, together with all exhibits and attachments thereto, must accompany such Written Request of the Community Facilities District.

Upon the submission of a Written Certificate of the Community Facilities District stating (i) that the portion of the Lennar Facilities to be financed from the Lennar Acquisition Account has been completed and that all costs of such Lennar Facilities have been paid, or (ii) that such portion of the Lennar Facilities has been substantially completed and that all remaining costs of such portion of the Lennar Facilities have been determined and specifying the amount to be retained therefor, the Trustee shall transfer all of the amount remaining in the Lennar Acquisition Account (less any such retention) to the NMC Acquisition Account.

(c) The moneys in the NMC Acquisition Account shall be used and withdrawn by the Trustee from time to time to pay the costs of the NMC Facilities upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which the obligation was incurred, (iv) that such payment is for costs of the NMC Facilities and is a proper charge against the NMC Acquisition Account, (v) that payment of such costs has not been the subject of a prior disbursement from any of the Accounts within the Improvement Fund or from any other fund or account established with respect to a community facilities district formed by the City Council and from which costs of NMC Facilities are authorized to be paid, and (vi) whether or not such costs of the NMC Facilities are to be paid pursuant to a NMC Payment Request submitted in accordance with the NMC Acquisition Agreement, in each case together with a statement or invoice for each amount requested thereunder. If costs of the NMC Facilities are to be paid pursuant to a NMC Payment Request submitted in accordance with the NMC Acquisition Agreement, a duplicate original of the signed and approved NMC Payment Request relating to such costs of the NMC Facilities, together with all exhibits and attachments thereto, must accompany such Written Request of the Community Facilities District.

If, on the date the Community Facilities District submits to the Trustee a Written Request of the Community Facilities District to pay costs of the NMC Facilities, there are insufficient moneys in the NMC Acquisition Account to pay such costs in full, the amount remaining unpaid shall be paid as and to the extent that moneys are subsequently deposited in the NMC Acquisition Account, but only after the payment in full of all amounts that the Community Facilities District, by a Written Request of the Community Facilities District, previously directed the Trustee to pay from the NMC Acquisition Account.

If the NMC Payment Request submitted to the Trustee pursuant to this subsection requests that the costs of the NMC Facilities to be paid thereunder be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached to such NMC Payment Request as Attachment B, the Trustee shall, as and when amounts become available in the NMC Acquisition Account to pay all or a portion of such costs, pay from the NMC Acquisition Account such costs or portion thereof to such Person or Persons. If the NMC Payment Request submitted to the Trustee pursuant to this subsection indicates that the costs of the NMC Facilities to be paid thereunder be paid to the Person or Persons, in the amounts, to be set forth in Purchase Price Payment Instructions to be submitted to the Trustee as and when amounts become available in the

NMC Acquisition Account to pay all or a portion of such costs, the Trustee shall, as and when such amounts become available, notify NMC Builders in writing of (i) the number or other designation of the NMC Payment Request pursuant to which such payment of such costs is requested to be made, (ii) the amount available in the NMC Acquisition Account to pay such costs or portion thereof, and (iii) the name of the Community Facilities District, and, upon submission to the Trustee by NMC Builders of completed and signed Purchase Price Payment Instructions in the form attached to such NMC Payment Request as Attachment B, the Trustee shall pay from the NMC Acquisition Account such costs or portion thereof to the Person or Persons, in the amounts, set forth in such Purchase Price Payment Instructions.

If, on the date the Community Facilities District submits to the Trustee a Written Request of the Community Facilities District to pay 85% of the costs of a Circulation System Facility, there are insufficient moneys in the NMC Acquisition Account to pay such portion of such costs in full, the amount remaining unpaid shall be paid as and to the extent that moneys are subsequently deposited in the NMC Acquisition Account, but only after the payment in full of all amounts that the Community Facilities District, by a Written Request of the Community Facilities District, previously directed the Trustee to pay from the NMC Acquisition Account.

If the NMC Payment Request submitted to the Trustee pursuant to this subsection requests that 85% of the costs of a Circulation System Facility to be paid thereunder be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached to such NMC Payment Request as Attachment B, the Trustee shall, as and when amounts become available in the NMC Acquisition Account to pay all or a portion of such costs, pay from the NMC Acquisition Account such costs or portion thereof to such Person or Persons. If the NMC Payment Request submitted to the Trustee pursuant to this subsection indicates that 85% of the costs of a Circulation System Facility to be paid thereunder be paid to the Person or Persons, in the amounts, to be set forth in Purchase Price Payment Instructions to be submitted to the Trustee as and when amounts become available in the NMC Acquisition Account to pay all or a portion of such costs, the Trustee shall, as and when such amounts become available, notify NMC Builders in writing of (i) the number or other designation of the NMC Payment Request pursuant to which such payment of such costs is requested to be made, (ii) the amount available in the NMC Acquisition Account to pay such costs or portion thereof, and (iii) the name of the Community Facilities District, and, upon submission to the Trustee by NMC Builders of completed and signed Purchase Price Payment Instructions in the form attached to such NMC Payment Request as Attachment B, the Trustee shall pay from the NMC Acquisition Account such costs or portion thereof to the Person or Persons, in the amounts, set forth in such Purchase Price Payment Instructions.

Upon the submission of a Written Certificate of the Community Facilities District stating (i) that the portion of the NMC Facilities to be financed from the NMC Acquisition Account has been completed and that all costs of such NMC Facilities have been paid, or (ii) that such portion of the NMC Facilities has been substantially completed and that all remaining costs of such portion of the NMC Facilities have been determined and specifying the amount to be retained therefor, the Trustee shall (A) if the amount remaining in the NMC Acquisition Account (less any such retention) is equal to or greater than $25,000, transfer the portion of such amount equal to the largest integral multiple of $5,000 that is not greater than such amount to the Redemption Fund, to be applied to the redemption of Bonds as directed by the Community Facilities District, and (B) after making the transfer, if any, required to be made pursuant to the preceding clause (A), transfer all of

the amount remaining in the NMC Acquisition Account (less any such retention) to the Interest Account, to be applied to the payment of interest on the Bonds.

(d) The moneys in the City Facilities Account shall be used and withdrawn by the Trustee from time to time to pay the costs of the Facilities upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which the obligation was incurred, (iv) that such payment is for costs of the Facilities and is a proper charge against the City Facilities Account, and (v) that payment of such costs has not been the subject of a prior disbursement from any of the Accounts within the Improvement Fund, in each case together with a statement or invoice for each amount requested thereunder.

Upon the submission of a Written Certificate of the Community Facilities District stating (i) that the portion of the Facilities to be financed from the City Facilities Account has been completed and that all costs of such Facilities have been paid, or (ii) that such portion of the Facilities has been substantially completed and that all remaining costs of such portion of the Facilities have been determined and specifying the amount to be retained therefor, the Trustee shall (A) if the amount remaining in the City Facilities Account (less any such retention) is equal to or greater than $25,000, transfer the portion of such amount equal to the largest integral multiple of $5,000 that is not greater than such amount to the Redemption Fund, to be applied to the redemption of Bonds as directed by the Community Facilities District, and (B) after making the transfer, if any, required to be made pursuant to the preceding clause (A), transfer all of the amount remaining in the City Facilities Account (less any such retention) to the Interest Account, to be applied to the payment of interest on the Bonds.

(e) The moneys in the City Park Account shall be used and withdrawn by the Trustee from time to time to pay the costs of the Facilities upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which the obligation was incurred, (iv) that such payment is for costs of the Facilities and is a proper charge against the City Park Account, and (v) that payment of such costs has not been the subject of a prior disbursement from any of the Accounts within the Improvement Fund, in each case together with a statement or invoice for each amount requested thereunder.

Upon the submission of a Written Certificate of the Community Facilities District stating (i) that the portion of the Facilities to be financed from the City Park Account has been completed and that all costs of such Facilities have been paid, or (ii) that such portion of the Facilities has been substantially completed and that all remaining costs of such portion of the Facilities have been determined and specifying the amount to be retained therefor, the Trustee shall (A) if the amount remaining in the City Park Account (less any such retention) is equal to or greater than $25,000, transfer the portion of such amount equal to the largest integral multiple of $5,000 that is not greater than such amount to the Redemption Fund, to be applied to the redemption of Bonds as directed by the Community Facilities District, and (B) after making the transfer, if any, required to be made pursuant to the preceding clause (A), transfer all of the amount remaining in the City Park Account (less any such retention) to the Interest Account, to be applied to the payment of interest on the Bonds.

Section 3.05. Conditions for the Issuance of Additional Bonds. The Community Facilities District may at any time issue one or more Series of Additional Bonds payable from Net Special Tax Revenues as provided herein on a parity with all other Bonds theretofore issued hereunder, but only subject to the following conditions, which are hereby made conditions precedent to the issuance of such Additional Bonds:

(a) upon the issuance of such Additional Bonds, no Event of Default shall have occurred and be continuing hereunder;

(b) the issuance of such Additional Bonds shall have been authorized under and pursuant to this Indenture and the Act and shall have been provided for by a Supplemental Indenture, which shall specify the following:

(i) the purposes for which the proceeds of such Additional Bonds are to be applied, which purposes may only include one or more of (A) providing funds to refund any Bonds previously issued hereunder, (B) providing funds to pay Costs of Issuance incurred in connection with the issuance of such Additional Bonds, and (C) providing funds to make any deposit to the Reserve Fund required pursuant to paragraph (viii) below;

(ii) the designation of such Series of Additional Bonds, the aggregate principal amount of the Additional Bonds of such Series, and the principal amount of, and the interest rate to be borne by, each maturity of such Additional Bonds;

(iii) that such Additional Bonds shall be payable as to interest on the Interest Payment Dates, except that the first installment of interest may be payable on either March 1 or September 1 and shall be for a period of not longer than twelve months;

(iv) the date, the maturity date or dates and the dates on which mandatory sinking fund redemptions, if any, are to be made for such Additional Bonds; provided, however, that each such maturity date and date on which a mandatory sinking fund redemption is to be made shall be a September 1 and, provided, further, that serial maturities of serial Bonds or mandatory sinking fund redemptions for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Additional Bonds on or before their respective maturity dates;

(v) the Authorized Denominations of such Additional Bonds;

(vi) the redemption premiums and terms, if any, for such Additional Bonds;

(vii) the form of such Additional Bonds;

(viii) the amount, if any, to be deposited from the proceeds of sale of such Additional Bonds in the Reserve Fund; provided, however, that the amount

on deposit in the Reserve Fund at the time that such Additional Bonds become Outstanding shall be at least equal to the Reserve Requirement; and

(ix) such other provisions that are appropriate or necessary and are not inconsistent with the provisions hereof;

(c) The Community Facilities District shall have received a certificate from an Independent Consultant certifying that Annual Debt Service in each Bond Year, calculated for all Bonds that will be Outstanding after the issuance of such Additional Bonds, will be less than or equal to Annual Debt Service in such Bond Year, calculated for all Bonds that are Outstanding immediately prior to the issuance of such Additional Bonds.

Nothing contained herein shall limit the issuance of any special tax bonds payable from the Special Tax if, after the issuance and delivery of such special tax bonds, none of the Bonds theretofore issued hereunder will be Outstanding.

Section 3.06. Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, such Additional Bonds shall be executed by the Community Facilities District for issuance hereunder and shall be delivered to the Trustee and thereupon shall be authenticated and delivered by the Trustee, but only upon receipt by the Trustee of the following:

(a) a certified copy of the Supplemental Indenture authorizing the issuance of such Additional Bonds;

(b) a Written Request of the Community Facilities District as to the delivery of such Additional Bonds;

(c) a Written Certificate of the Community Facilities District stating that the conditions precedent to the issuance of such Additional Bonds specified in Section 3.05 have been satisfied;

(d) an opinion of Bond Counsel substantially to the effect that (i) this Indenture, as modified and amended by all Supplemental Indentures theretofore, or thereupon being, entered into has been duly authorized, executed and delivered by, and constitutes the valid and binding obligation of, the Community Facilities District, (ii) such Additional Bonds constitute valid and binding special, limited obligations of the Community Facilities District, and (iii) the issuance of such Additional Bonds, in and of itself, will not adversely affect the exclusion of interest on the Bonds Outstanding prior to the issuance of such Additional Bonds from gross income for federal income tax purposes;

(e) the proceeds of the sale of such Additional Bonds; and

(f) such further documents or money as are required by the provisions hereof or by the provisions of the Supplemental Indenture pursuant to which such Additional Bonds are issued.

Section 3.07. Additional Bonds. The Community Facilities District shall not incur any obligations payable from Net Special Tax Revenues on a parity with the Bonds, except as provided in Sections 3.05 and 3.06.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Redemption of Series 2024 Bonds. (a) *Optional Redemption.* The Series 2024 Bonds maturing on and after September 1, 20__, shall be subject to optional redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date on or after September 1, 20__ from any source of available funds, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2024 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ and March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

The Community Facilities District shall give the Trustee written notice of its intention to redeem Series 2024 Bonds pursuant to this subsection not less than 45 days prior to the applicable redemption date, unless a later date is agreed to by the Trustee.

(b) *Mandatory Redemption from Special Tax Prepayments.* The Series 2024 Bonds shall be subject to mandatory redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date, from and to the extent of Special Tax prepayments required to be applied thereto pursuant to Section 5.02(a) and any amount required to be applied thereto pursuant to Section 5.04(c), at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2024 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
March 1, 20__ through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

(c) *Mandatory Sinking Fund Redemption.* The Series 2024 Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__, at a Redemption Price equal to the principal amount of the Series 2024 Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed
	$

(Maturity)

If some but not all of the Series 2024 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(a), the principal amount of the Series 2024 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced, by $5,000 or an integral multiple thereof, as designated by the Community Facilities District in a Written Certificate of the Community Facilities District submitted to the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the Series 2024 Bonds maturing on September 1, 20__ redeemed pursuant to Section 4.01(a). If some but not all of the Series 2024 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(b), the principal amount of the Series 2024 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced by the aggregate principal amount of the Series 2024 Bonds maturing on September 1, 20__ so redeemed pursuant to Section 4.01(b), such reduction to be allocated among redemption dates as nearly as practicable on a pro rata basis in amounts of $5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the Community Facilities District.

The Series 2024 Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__, at a Redemption Price equal to the principal amount of the Series 2024 Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed
	$

(Maturity)

If some but not all of the Series 2024 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(a), the principal amount of the Series 2024 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced, by $5,000 or an integral multiple thereof, as designated by the Community Facilities District in a Written Certificate of the Community Facilities District submitted to the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the Series 2024 Bonds maturing on September 1, 20__ redeemed pursuant to Section 4.01(a). If some but not all of the Series 2024 Bonds maturing on September 1, 20__ are redeemed

pursuant to Section 4.01(b), the principal amount of the Series 2024 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced by the aggregate principal amount of the Series 2024 Bonds maturing on September 1, 20__ so redeemed pursuant to Section 4.01(b), such reduction to be allocated among redemption dates as nearly as practicable on a pro rata basis in amounts of $5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the Community Facilities District.

Section 4.02. Notice of Redemption. The Trustee on behalf and at the expense of the Community Facilities District shall mail (by first-class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books and to the Original Purchaser, at least 30 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers, if any, the Bond numbers and the maturity or maturities of the Bonds to be redeemed (except in the event of redemption of all of the Bonds of such maturity or maturities in whole), and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption. With respect to any notice of any optional redemption of Bonds, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of Section 10.02, such notice shall state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the Redemption Price of, and accrued interest on, the Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Community Facilities District shall not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption shall not be made and the Trustee shall, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

Section 4.03. Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds of a Series, among maturities of Bonds of such Series as directed in a Written Request of the Community Facilities District, (b) with respect to any redemption pursuant to Section 4.01(b) and the corresponding provisions of any Supplemental Indenture pursuant to which Additional Bonds are issued, among maturities of all Series of Bonds on a *pro rata* basis as nearly as practicable, and (c) with respect to any other redemption of Additional Bonds, among maturities as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued, and by lot among Bonds of the same Series with the same maturity in any manner that the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, all Bonds shall be deemed to be comprised of the greatest number of separate

denominations that would result in each such denomination being an Authorized Denomination and each such separate denomination shall be treated as a separate Bond that may be separately redeemed.

Section 4.04. Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the Community Facilities District shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Community Facilities District, a new Bond or Bonds of the same Series in Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Bonds surrendered.

Section 4.05. Effect of Notice of Redemption. (a) Notice of redemption of the Bonds subject to redemption having been mailed as aforesaid, and moneys for the Redemption Price thereof, and the interest thereon to the applicable date fixed for redemption, having been set aside with the Trustee, such Bonds shall become due and payable on said date, and, upon presentation and surrender thereof at the Office of the Trustee, said Bonds shall be paid at the Redemption Price thereof, together with interest accrued and unpaid to said date.

(b) If, on said date fixed for redemption, moneys for the Redemption Price of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed without liability to such Owners for interest thereon.

(c) All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions hereof shall be canceled upon surrender thereof and destroyed.

ARTICLE V

SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Section 5.01. Pledge. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of this Indenture and the Act, the Community Facilities District hereby pledges to the Owners, and grants thereto a lien on and a security interest in, all of the Net Special Tax Revenues and any other amounts held in the Special Tax Fund, the Bond Fund and the Reserve Fund. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the Community Facilities District, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Indenture, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

Section 5.02. Special Tax Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Special Tax Fund." [On the Closing Date, the Trustee shall deposit in the Special Tax Fund the amount required to be deposited therein pursuant to Section 3.02.] As soon as practicable after the receipt by the Community Facilities District of any Special Tax Revenues, but in any event no later than the date ten Business Days after such receipt, the Community Facilities District shall transfer such Special Tax Revenues to the Trustee for deposit in the Special Tax Fund; provided, however, that with respect to any such Special Tax Revenues that represent a Special Tax prepayment (i) said Special Tax prepayment shall be identified as such in a Written Certificate of the Community Facilities District submitted to the Trustee at the time such Special Tax prepayment is transferred to the Trustee, (ii) the portion of such Special Tax prepayment that is to be applied to the Redemption Price of the Bonds shall be identified in such Written Certificate of the Community Facilities District, shall be deposited by the Trustee in the Redemption Fund and shall be applied to the redemption of Bonds pursuant to Section 4.01(b) and the corresponding provisions of any Supplemental Indenture pursuant to which Additional Bonds are issued, and (iii) the portion of such Special Tax prepayment that is to be applied to the payment of interest on the Bonds to be so redeemed shall be identified in such Written Certificate of the Community Facilities District, shall be deposited by the Trustee in the Interest Account and shall be applied to the payment of such interest.

(b) Upon receipt of a Written Request of the Community Facilities District, the Trustee shall withdraw from the Special Tax Fund and transfer to the Administrative Expense Fund the amount specified in such Written Request of the Community Facilities District as the amount necessary to be transferred thereto in order to have sufficient amounts available therein to pay Administrative Expenses.

(c) No later than the Business Day immediately preceding each Interest Payment Date, after having made any requested transfer to the Administrative Expense Fund, the Trustee shall withdraw from the Special Tax Fund Net Special Tax Revenues in an amount sufficient to enable the Trustee to make the following transfers in the following order of priority:

(i) *Interest Account*. To the Interest Account, the amount, if any, necessary to cause the amount on deposit in the Interest Account to be equal to the interest due on the Bonds on such Interest Payment Date;

(ii) *Principal Account*. To the Principal Account, the amount, if any, necessary to cause the amount on deposit in the Principal Account to be equal to the principal, if any, due on the Bonds on such Interest Payment Date, including principal due and payable by reason of mandatory sinking fund redemption of such Bonds; and

(iii) *Reserve Fund*. To the Reserve Fund, the amount, if any, necessary to cause the amount on deposit in the Reserve Fund to be equal to the Reserve Requirement.

(d) So long as the City Facilities Account has not been closed pursuant to Section 3.04(d), on each September 2, after having made any requested transfer to the Administrative Expense Fund, the Trustee shall transfer from the Special Tax Fund to the City Facilities Account any amount remaining in the Special Tax Fund; provided, however, that the Community Facilities District may, in a Written Request of the Community Facilities District submitted to the Trustee prior to such September 2, direct the Trustee to retain in the Special Tax Fund all or a portion of such remaining amount.

Section 5.03. Bond Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Bond Fund." Within the Bond Fund, the Trustee shall establish and maintain a separate Account designated the "Principal Account" and a separate Account designated the "Interest Account." The Trustee shall deposit in the Interest Account and the Principal Account from time to time the amounts required to be deposited therein pursuant to Section 5.02. There shall additionally be deposited in the Interest Account the portion, if any, of the proceeds of the sale of Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

(b) In the event that, on the Business Day prior to an Interest Payment Date, after the deposit in the Interest Account of the amounts required to be deposited therein pursuant to Section 5.02, amounts in the Interest Account are insufficient to pay the interest on the Bonds due and payable on such Interest Payment Date, the Trustee shall withdraw from the Reserve Fund, to the extent of any funds therein, the amount of such insufficiency, and shall transfer any amounts so withdrawn to the Interest Account.

(c) On each Interest Payment Date, the Trustee shall withdraw from the Interest Account for payment to the Owners of the Bonds the interest on the Bonds then due and payable.

(d) In the event that, on the Business Day prior to a September 1 on which principal of the Bonds is due and payable, after the deposit in the Principal Account of the amounts required to be deposited therein pursuant to Section 5.02, including principal due and payable by reason of mandatory sinking fund redemption of the Bonds, amounts in the Principal Account are insufficient to pay such principal, after having withdrawn any amounts from the Reserve Fund required to be withdrawn therefrom on such date pursuant to subsection (b) of this Section, the Trustee shall withdraw from the Reserve Fund, to the extent of any funds therein, the amount of such insufficiency, and shall transfer any amounts so withdrawn to the Principal Account.

(e) On each September 1 on which principal of the Bonds is due and payable, including principal due and payable by reason of mandatory sinking fund redemption of the Bonds, the Trustee shall withdraw from the Principal Account for payment to the Owners of the Bonds such principal then due and payable.

Section 5.04. Reserve Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Reserve Fund." On the Closing Date, the Trustee shall deposit in the Reserve Fund the amount required to be deposited therein pursuant to Section 3.02. The Trustee shall deposit in the Reserve Fund from time to time the amounts required to be deposited therein pursuant to Section 5.02(c). There shall additionally be deposited in the Reserve Fund, in connection with the issuance of Additional Bonds, the amount required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

(b) Except as otherwise provided in this Section, amounts in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of (i) making transfers to the Interest Account in accordance with Section 5.03(b) in the event of any deficiency in the Interest Account of the amount then required for payment of the interest on the Bonds, (ii) making transfers to the Principal Account in accordance with Section 5.03(d) in the event of any deficiency in the Principal Account of the amount then required for payment of the principal of the Bonds, and (iii) redeeming Bonds in accordance with the provisions of this Section.

(c) Whenever Bonds are to be optionally redeemed or redeemed from Special Tax prepayments, a proportionate share, determined as provided below, of the amount on deposit in the Reserve Fund shall, on the date on which amounts to redeem such Bonds are deposited in the Redemption Fund or otherwise deposited with the Trustee pursuant to Section 10.02, be transferred by the Trustee from the Reserve Fund to the Redemption Fund or to such deposit held by the Trustee and shall be applied to the redemption of said Bonds; provided, however, that such amount shall be so transferred only if and to the extent that the amount remaining on deposit in the Reserve Fund will be at least equal to the Reserve Requirement (excluding from the calculation thereof said Bonds to be redeemed). Such proportionate share shall be equal to the largest integral multiple of the minimum Authorized Denomination for said Bonds that is not larger than the amount equal to the product of (i) the amount on deposit in the Reserve Fund on the date of such transfer, times (ii) a fraction, the numerator of which is the principal amount of Bonds to be so redeemed and the denominator of which is the principal amount of Bonds to be Outstanding on the day prior to the date on which such Bonds are to be so redeemed.

(d) Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay all Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Trustee shall, upon receipt of a Written Request of the Community Facilities District, transfer the amount in the Reserve Fund to the Interest Account, Principal Account and/or Redemption Fund, as applicable, to be applied, on the next succeeding Interest Payment Date to the payment and redemption of all of the Outstanding Bonds.

(e) If, as a result of the scheduled payment of principal of or interest on the Bonds, the Reserve Requirement is reduced, the Trustee shall transfer an amount equal to the amount of such reduction to the Interest Account.

Section 5.05. Redemption Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Redemption Fund." The Trustee shall deposit in the Redemption Fund (i) amounts received from the Community Facilities District in connection with the Community Facilities District's exercise of its rights to optionally redeem Bonds, (ii) the portion of Special Tax prepayments required to be deposited therein pursuant to Section 5.02(a), (iii) amounts required to be transferred to the Redemption Fund from the Improvement Fund (or Accounts therein) pursuant to Section 3.04, (iv) amounts required to be transferred to the Redemption Fund from the Reserve Fund pursuant to Section 5.04(c) or Section 5.04(d), and (v) amounts required to be deposited therein pursuant to any Supplemental Indenture.

(b) Amounts in the Redemption Fund shall be disbursed therefrom for the payment of the Redemption Price of Series 2024 Bonds redeemed pursuant to Section 4.01(a) or Section 4.01(b) and for the payment of the Redemption Price of Additional Bonds redeemed under the Supplemental Indenture pursuant to which such Additional Bonds are issued (other than mandatory sinking fund redemptions thereof).

Section 5.06. Rebate Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Rebate Fund." There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate, as specified in a Written Request of the Community Facilities District. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the United States of America. Notwithstanding defeasance of the Bonds pursuant to Article X or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section and by the Tax Certificate, which is hereby incorporated herein as if fully set forth herein. The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Community Facilities District, and shall have no liability or responsibility to enforce compliance by the Community Facilities District with the terms of the Tax Certificate. The Trustee may conclusively rely upon the Community Facilities District's determinations, calculations and certifications required by the Tax Certificate. The Trustee shall have no responsibility to independently make any calculation or determination or to review the Community Facilities District's calculations.

(b) Any funds remaining in the Rebate Fund after payment in full of all of the Bonds and after payment of any amounts described in this Section, shall, upon receipt by the Trustee of a Written Request of the Community Facilities District, be withdrawn by the Trustee and remitted to the Community Facilities District.

Section 5.07. Administrative Expense Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Administrative Expense Fund." [On the Closing Date, the Trustee shall deposit in the Administrative Expense Fund the amount required to be deposited therein pursuant to Section 3.02.] The Trustee shall deposit in the Administrative Expense Fund the amounts transferred from the Special Tax Fund and required to be deposited therein pursuant to Section 5.02.

(b) The moneys in the Administrative Expense Fund shall be used and withdrawn by the Trustee from time to time to pay the Administrative Expenses upon submission of a Written

Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which the obligation was incurred and that such purpose constitutes an Administrative Expense, (iv) that such payment is a proper charge against the Administrative Expense Fund, and (v) that payment of such amount has not been the subject of a prior disbursement from the Administrative Expense Fund, in each case together with a statement or invoice for each amount requested thereunder.

Section 5.08. Investment of Moneys. (a) Except as otherwise provided herein, all moneys in any of the Funds or Accounts shall be invested by the Trustee solely in Permitted Investments, as directed in a Written Request of the Community Facilities District received by the Trustee no later than two Business Days prior to the making of such investment. Moneys in all such Funds and Accounts shall be invested in Permitted Investments maturing not later than the date on which it is estimated that such moneys will be required for the purposes specified in this Indenture; provided, however, that Permitted Investments in which moneys in the Reserve Fund are so invested shall mature no later than the earlier of five years from the date of investment or the final maturity date of the Bonds and, provided, further, that if such Permitted Investments may be redeemed at par so as to be available on each Interest Payment Date, any amount in the Reserve Fund may be invested in such redeemable Permitted Investments maturing on any date on or prior to the final maturity date of the Bonds. Absent a timely Written Request of the Community Facilities District with respect to the investment of moneys in any of the Funds or Accounts, the Trustee shall invest such moneys in Permitted Investments described in paragraph (7) of the definition thereof; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the Community Facilities District specifying a specific money market fund that satisfies the requirements of said paragraph in which such investment is to be made and, if no such Written Request of the Community Facilities District is so received, the Trustee shall hold such moneys uninvested.

(b) Subject to the provisions of Section 5.06, all interest, profits and other income received from the investment of moneys in any Fund or Account (other than the Reserve Fund) shall be retained therein. Subject to the provisions of Section 5.06, all interest, profits or other income received from the investment of moneys in the Reserve Fund shall be transferred to the Interest Account; provided, however, that, notwithstanding the foregoing, any such transfer shall be made from the Reserve Fund only if and to the extent that, after such transfer, the amount on deposit in the Reserve Fund is at least equal to the Reserve Requirement.

(c) Permitted Investments acquired as an investment of moneys in any Fund or Account shall be credited to such Fund or Account. For the purpose of determining the amount in any Fund or Account, all Permitted Investments credited to such Fund or Account shall be valued by the Trustee at the market value thereof, such valuation to be performed not less frequently than semiannually on or before each February 15 and August 15. In determining the market value of Permitted Investments, the Trustee may use and rely upon generally recognized pricing information services, including brokers and dealers in securities, available to it.

(d) The Trustee may act as principal or agent in the making or disposing of any investment. Upon the Written Request of the Community Facilities District, the Trustee shall sell

or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Fund or Account to which such Permitted Investments are credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the Funds and Accounts. The Trustee, in making or disposing of any investment permitted by this Section, may deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as a principal for its own account but only if such dealing is not in conflict with, contrary to or in violation of any of the Trustee's fiduciary obligations as Trustee hereunder.

(e) The Community Facilities District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Community Facilities District the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the Community Facilities District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Community Facilities District periodic cash transaction statements, which shall include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VI

COVENANTS

Section 6.01. Collection of Special Tax Revenues. (a) The Community Facilities District shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including the enforcement of delinquent Special Tax payments.

(b) Prior to August 1 of each year, the Community Facilities District shall ascertain from the County Assessor the relevant parcels on which the Special Tax is to be levied, taking into account any parcel splits during the preceding and then current year. The Community Facilities District shall effect the levy of the Special Tax each Fiscal Year in accordance with the Ordinance by each August 10, or otherwise such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the Community Facilities District for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Community Facilities District shall prepare or cause to be prepared, and shall transmit to the County Auditor, such data as the County Auditor requires in order to include the levy of the Special Tax on the next real property tax roll.

(c) The Community Facilities District shall fix and levy the Special Tax within the Community Facilities District in each Fiscal Year in accordance with the Rate and Method and, subject to the limitations in the Rate and Method as to the maximum Special Tax that may be levied on each parcel, in an amount sufficient to yield Special Tax Revenues in the amount required for (i) the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the Corresponding Bond Year, (ii) any necessary replenishment of the Reserve Fund, and (iii) the payment of Administrative Expenses estimated to be paid from such Special Tax Revenues, taking into account the balances in the Funds and Accounts.

(d) The Special Tax shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable (or in such other manner as the City Council shall determine, including direct billing of the affected property owners), and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the *ad valorem* taxes on real property.

Section 6.02. Foreclosure. Pursuant to Section 53356.1 of the Act, the Community Facilities District hereby covenants with and for the benefit of the Owners that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the Community Facilities District are delinquent in the payment of the Special Tax levied thereon and, if such delinquencies exist, the Community Facilities District will order and cause to be commenced no later than October 1, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of the Special Tax or installment thereof not paid when due; provided, however, that the Community Facilities District shall not be required to order the commencement of foreclosure proceedings if (a) the total Special Tax delinquency in the Community Facilities District for such Fiscal Year is less than 5% of the total amount of the Special Tax levied in such Fiscal Year, and (b) the amount then on deposit in the Reserve Fund

is equal to the Reserve Requirement. Notwithstanding the foregoing, if the Community Facilities District determines that any single parcel in the Community Facilities District is delinquent in excess of $7,500 in the payment of the Special Tax, then the Community Facilities District shall diligently institute, prosecute and pursue foreclosure proceedings against such parcel.

Section 6.03. Compliance with Act. The Community Facilities District shall comply with all applicable provisions of the Act.

Section 6.04. Punctual Payment. The Community Facilities District shall punctually pay or cause to be paid the principal, premium, if any, and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Net Special Tax Revenues and other assets pledged for such payment as provided in this Indenture and received by the Community Facilities District or the Trustee.

Section 6.05. Extension of Payment of Bonds. The Community Facilities District shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon that shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Community Facilities District to issue Bonds for the purpose of refunding any Outstanding Bonds in accordance with the provisions hereof, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 6.06. Against Encumbrances; Defense of Pledge. The Community Facilities District shall not create, or permit the creation of, any pledge of, lien on, security interest in or charge or other encumbrance upon the assets pledged under this Indenture, except as permitted hereby. The Community Facilities District shall at all times, to the extent permitted by law, defend, preserve and protect said pledge of such assets, and the lien thereon and security interest therein created hereby, against all claims and demands of all Persons whomsoever.

Section 6.07. Tax Covenants. (a) The Community Facilities District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Series 2024 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Community Facilities District shall comply with the requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Series 2024 Bonds.

(b) In the event that at any time the Community Facilities District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys in any of the Funds or Accounts, the Community Facilities District shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the Community Facilities District shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2024 Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Section 6.08. Non-Cash Payments of Special Tax. The Community Facilities District shall not authorize owners of taxable parcels within the Community Facilities District to satisfy Special Tax obligations by the tender of Bonds unless the Community Facilities District shall have first obtained a report of an Independent Consultant certifying that doing so would not result in the Community Facilities District having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Section 6.09. Reduction in Special Tax. The Community Facilities District shall not initiate proceedings under the Act to modify the Rate and Method if such modification would adversely affect the security for the Bonds. If an initiative is adopted that purports to modify the Rate and Method in a manner that would adversely affect the security for the Bonds, the Community Facilities District shall, to the extent permitted by law, commence and pursue reasonable legal actions to prevent the modification of the Rate and Method in a manner that would adversely affect the security for the Bonds.

Section 6.10. Continuing Disclosure. Each of the Community Facilities District and the Trustee shall comply with and carry out all of the provisions of the Continuing Disclosure Agreement applicable to it. Notwithstanding any other provision of this Indenture, failure of the Community Facilities District or the Trustee to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; provided, however, that the Trustee may (and, at the written direction of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Series 2024 Bonds, and upon receipt of indemnification reasonably satisfactory to the Trustee, shall) or any Owner or Beneficial Owner of the Series 2024 Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 6.11. Accounting Records. The Community Facilities District shall keep or cause to be kept appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Special Tax, which records shall be available for inspection by the Trustee at reasonable hours and under reasonable conditions.

Section 6.12. State Reporting. If at any time principal or interest due on any scheduled payment date for the Bonds is not paid, or if funds are withdrawn from the Reserve Fund to pay principal of or interest on the Bonds, the Trustee shall notify the Community Facilities District in writing of such failure or withdrawal, and the Community Facilities District shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal within ten days of the failure to make such payment or the date of such withdrawal.

Section 6.13. Annual Reports to the California Debt and Investment Advisory Commission. Not later than October 30 of each year, commencing October 30, 2025 and continuing until the October 30 following the final maturity of the Bonds, the Community Facilities District shall supply to the California Debt and Investment Advisory Commission the information required to be provided thereto pursuant to Section 53359.5(b) of the Act. Such information shall be made available to any Owner upon written request to the Community Facilities District accompanied by a fee determined by the Community Facilities District to pay the costs of the Community Facilities District in connection therewith. The Community Facilities District shall in no event be liable to any Owner or any other person or entity in connection with any error in any such information.

Section 6.14. Further Assurances. The Community Facilities District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Indenture.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default. The following events shall be Events of Default:

(a) failure to pay any installment of principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption or otherwise;

(b) failure to pay any installment of interest on any Bonds when and as the same shall become due and payable;

(c) failure by the Community Facilities District to observe and perform any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such failure shall have continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Community Facilities District by the Trustee, or to the Community Facilities District and the Trustee by the Owners of not less than 5% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, that, if in the reasonable opinion of the Community Facilities District the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the Community Facilities District within such 30 day period and the Community Facilities District shall thereafter diligently and in good faith cure such failure in a reasonable period of time, provided, further, that, unless otherwise consented to by the Trustee, such period of time shall not exceed 180 days; or

(d) the commencement by the Community Facilities District of a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

Section 7.02. Foreclosure. If an Event of Default shall occur under Section 7.01(a) or Section 7.01(b) then, and in each and every such case during the continuance of such Event of Default, the Trustee may, or at the written direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, and upon being indemnified to its satisfaction therefor, shall, commence foreclosure against any parcels of land in the Community Facilities District delinquent in the payment of the Special Tax, as provided in Section 53356.1 of the Act; provided, however, that the Trustee shall not be required to pursue a foreclosure action against any such parcel if the Trustee would be required to take title to, or an ownership interest in, such parcel in connection with or as a result of such foreclosure action.

Section 7.03. Other Remedies. If an Event of Default shall have occurred and be continuing, the Trustee shall have the right:

(a) by mandamus, suit, action or proceeding, to compel the Community Facilities District and its officers, agents or employees to perform each and every term, provision and covenant contained in this Indenture and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the Community Facilities District and the fulfillment of all duties imposed upon it by this Indenture and the Act;

(b) by suit, action or proceeding in equity, to enjoin any acts or things that are unlawful, or the violation of any of the rights of the Trustee or the Owners; or

(c) by suit, action or proceeding in any court of competent jurisdiction, to require the Community Facilities District and its officers and employees to account as if it and they were the trustees of an express trust.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.05. Application of Net Special Tax Revenues After Default. If an Event of Default shall occur and be continuing, all Net Special Tax Revenues and any other funds thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee as follows and in the following order:

(a) to the payment of any expenses incurred by the Trustee necessary in the opinion of the Trustee to protect the interests of the Owners and payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

(b) to the payment of the principal and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture, as follows:

First: to the payment to the Persons entitled thereto of all installments of interest on the Bonds then due in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: to the payment to the Persons entitled thereto of all installments of principal of the Bonds then due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference;

(c) any remaining funds shall be transferred by the Trustee to the Special Tax Fund.

Section 7.06. Power of Trustee to Enforce. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Indenture. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 7.07. Owners' Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder; provided, however, that such direction shall not be otherwise than in accordance with the provisions of this Indenture, the Act and other applicable law and, provided, further, that the Trustee shall have the right to decline to follow any such direction that in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

Section 7.08. Limitation on Owners' Right to Sue. No Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Act or any other applicable law with respect to such Bond, unless (a) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder or under law; it being understood and intended that no one or more Owners shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners, or to enforce any right under the Bonds, this Indenture, the Act or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners, subject to the provisions of this Indenture.

Section 7.09. Absolute Obligation. Nothing in this Indenture or the Bonds contained shall affect or impair the obligation of the Community Facilities District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners as the

same become due, as herein provided, but only out of the Net Special Tax Revenues and other assets pledged therefor hereunder, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 7.10. Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Owners, then in every such case the Community Facilities District, the Trustee and the Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Community Facilities District, the Trustee and the Owners shall continue as though no such proceedings had been taken.

Section 7.11. No Waiver of Default. No delay or omission of the Trustee or of any Owner to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every power and remedy given by this Indenture to the Trustee or to the Owners may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII

TRUSTEE

Section 8.01. Duties and Liabilities of Trustee. The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default that may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default that has not been cured or waived, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

Section 8.02. Qualifications; Removal and Resignation; Successors. (a) The Trustee initially a party hereto and any successor thereto shall at all times be a trust company, national banking association or bank having trust powers in good standing in or incorporated under the laws of the United States or any state thereof, that is (or if such trust company, national banking association or bank is a member of a bank holding company system, its parent bank holding company is) (i) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least $250 million of assets, or (ii) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least $1 billion of assets. If such trust company, national banking association or bank publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection the combined capital and surplus of such trust company, national banking association or bank shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Community Facilities District may, by an instrument in writing, upon at least 30 days' notice to the Trustee, remove the Trustee initially a party hereto and any successor thereto unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee initially a party hereto and any successor thereto if (i) at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing), or (ii) the Trustee shall cease to be eligible in accordance with subsection (a) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee.

(c) The Trustee may at any time resign by giving written notice of such resignation by first-class mail, postage prepaid, to the Community Facilities District, and to the Owners at the respective addresses shown on the Registration Books. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of subsection (a) of this Section, the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(d) Upon removal or resignation of the Trustee, the Community Facilities District shall promptly appoint a successor Trustee by an instrument in writing. Any removal or

resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee; provided, however, that any successor Trustee shall be qualified as provided in subsection (a) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following notice of removal or notice of resignation as aforesaid, the removed or resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Community Facilities District and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Community Facilities District or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the successor Trustee shall, within 15 days after such acceptance, mail, by first-class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to the Owners at the addresses shown on the Registration Books.

(e) Any trust company, national banking association or bank into which the Trustee may be merged or converted or with which it may be consolidated or any trust company, national banking association or bank resulting from any merger, conversion or consolidation to which it shall be a party or any trust company, national banking association or bank to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such trust company, national banking association or bank shall be eligible under subsection (a) of this Section, shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.03. Liability of Trustee. (a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Community Facilities District, and the Trustee shall not assume responsibility for the correctness of the same or incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds.

(b) The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Bonds, or in respect of the security afforded by this Indenture and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to the issuance of the Bonds for value, the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or the

application of any moneys paid to the Community Facilities District or others in accordance with this Indenture.

(c) The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(d) No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds.

(e) The Trustee may execute any of its powers or duties hereunder through attorneys, agents or receivers and shall not be answerable for the actions of such attorneys, agents or receivers if selected by it with reasonable care.

(f) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(g) The immunities and protections extended to the Trustee also extend to its directors, officers, employees and agents.

(h) Before taking action under Article VII, under this Article or upon the direction of the Owners, the Trustee may require indemnity reasonably satisfactory to the Trustee be furnished to it to protect it against all fees and expenses, including those of its attorneys and advisors, and protect it against all liability it may incur.

(i) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(j) The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(k) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(l) The Trustee shall not be liable for the failure to take any action required to be taken by it hereunder if and to the extent that the Trustee's taking such action is prevented by reason of an act of God, terrorism, war, riot, strike, fire, flood, earthquake, epidemic or other, similar occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care.

(m) The Trustee shall not be deemed to have knowledge of an Event of Default hereunder unless it has actual knowledge thereof.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

(o) The Trustee shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys that shall be released or withdrawn in accordance with the provisions hereof.

Section 8.04. Right to Rely on Documents and Opinions. (a) The Trustee shall be protected in acting upon any notice, resolution, request, requisition, facsimile, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Each statement of facts contained in a Written Request of the Community Facilities District or a Written Certificate of the Community Facilities District shall be sufficient evidence to the Trustee of the facts so stated and the Trustee shall have no duty to confirm the accuracy of such facts.

(b) The Trustee shall have the right to accept and act upon a Written Request of the Community Facilities District delivered using Electronic Means. If the Community Facilities District elects to deliver a Written Request of the Community Facilities District to the Trustee using Electronic Means and the Trustee acts upon such Written Request, the Trustee's understanding of such Written Request shall be deemed controlling. The Community Facilities District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Written Request and that the Trustee shall conclusively presume that Written Requests of the Community Facilities District that purport to have been sent by an Authorized Representative of the Community Facilities District have been sent by such Authorized Representative. The Community Facilities District shall be responsible for ensuring that only Authorized Representatives transmit such Written Requests of the Community Facilities District to the Trustee and that the Community Facilities District is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt thereof by the Community Facilities District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Written Requests of the Community Facilities District delivered using Electronic Means notwithstanding such directions conflict or are inconsistent with a subsequent written Written Requests of the Community Facilities District. The Community Facilities District agrees (i) to assume all risks arising out of the use of Electronic Means to submit Written Requests of the Community Facilities District to the Trustee, including the risk of the Trustee acting on unauthorized Written Requests of the Community Facilities District, and the risk of interception and misuse by third parties, (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Written Requests of the Community Facilities District to the Trustee and that there may be more secure methods of transmitting Written Requests of the Community Facilities District than the method selected by the Community Facilities District, (iii) that the security procedures, if any, to be followed in connection with its transmission of Written Requests of the Community Facilities District provide to it a commercially reasonable degree of protection in light of its particular needs and

circumstances, and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. Notwithstanding the foregoing, the provisions of this subsection, and the Trustee's actions pursuant hereto, are subject to the Trustee's standard of care and limitations on liability set forth in Sections 8.03 and 8.04; provided, however, that the Trustee's reliance on a Written Request of the Community Facilities District that purports to have been sent by an Authorized Representative of the Community Facilities District delivered in accordance with this Section using Electronic Means shall not, in and of itself, be construed as negligence.

(c) Whenever in the administration of the duties imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Community Facilities District, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

(d) The Trustee may consult with counsel, who may be counsel to the Community Facilities District, with regard to legal questions, including with respect to compliance herewith of amendments hereto, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Section 8.05. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with prudent corporate trust industry standards, in which accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds, the Special Tax Revenues received by it and all Funds and Accounts established by it pursuant to this Indenture. Such books of record and account shall be available for inspection by the Community Facilities District during regular business hours and upon reasonable notice and under reasonable circumstances as agreed to by the Trustee. The Trustee shall deliver to the Community Facilities District a monthly accounting of the Funds and Accounts; provided, however, that the Trustee shall not be obligated to deliver an accounting for any Fund or Account that (a) has a balance of zero, and (b) has not had any activity since the last reporting date.

Section 8.06. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during business hours and upon reasonable notice to the inspection of the Community Facilities District, the Owners and their agents and representatives duly authorized in writing.

Section 8.07. Compensation and Indemnification. The Community Facilities District shall pay to the Trustee from time to time from Special Tax Revenues all reasonable compensation pursuant to a pre-approved fee letter for all services rendered under this Indenture, and also all reasonable expenses, charges, legal and consulting fees pursuant to a pre-approved fee letter and other disbursements pursuant to a pre-approved fee letter and those of its attorneys,

agents and employees, incurred in and about the performance of their powers and duties under this Indenture. The Community Facilities District shall, to the extent permitted by law, from Special Tax Revenues, indemnify and save the Trustee and its officers, directors and employees harmless against any costs, suits, judgments, damages, liabilities, claims, expenses, including legal fees and expenses, and liabilities that it may incur in the exercise and performance of its powers and duties hereunder, including the enforcement of any remedies and the defense of any suit, and that are not due to its negligence or its willful misconduct. The duty of the Community Facilities District to indemnify the Trustee shall survive the resignation or removal of the Trustee and the discharge and satisfaction of this Indenture.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.01. Supplemental Indentures. (a) This Indenture and the rights and obligations of the Community Facilities District, the Trustee and the Owners hereunder may be amended, supplemented or otherwise modified from time to time and at any time by a Supplemental Indenture, which the Community Facilities District and the Trustee may enter into when there are submitted to the Trustee the written consents of the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 11.07. No such modification or amendment shall (i) extend the fixed maturity of any Bond, reduce the amount of principal thereof or the rate of interest thereon, extend the time of payment thereof or alter the redemption provisions thereof, without the prior written consent of the Owner of each Bond so affected, (ii) permit any pledge of, or the creation of any lien on, security interest in or charge or other encumbrance upon the assets pledged under this Indenture prior to or on a parity with the pledge contained in, and the lien and security interest created by, this Indenture or deprive the Owners of the pledge contained in, and the lien and security interest created by, this Indenture, except as expressly provided in this Indenture, without the prior written consents of the Owners of all Bonds then Outstanding, or (iii) modify or amend this Section without the prior written consents of the Owners of all Bonds then Outstanding.

(b) This Indenture and the rights and obligations of the Community Facilities District, the Trustee and the Owners hereunder may also be amended, supplemented or otherwise modified from time to time and at any time by a Supplemental Indenture, which the Community Facilities District and the Trustee may enter into without the consent of any Owners for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Community Facilities District in this Indenture contained, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Community Facilities District;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture, provided that such modification or amendment does not materially adversely affect the rights or interests of the Owners hereunder;

(iii) to provide for the issuance of one or more Series of Additional Bonds, and to provide the terms and conditions under which such Series of Additional Bonds may be issued, subject to and in accordance with the provisions of Article III;

(iv) to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect;

(v) to cause interest on the Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and

(vi) in any other respect whatsoever as the Community Facilities District may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the rights or interests of the Owners hereunder.

(c) Promptly after the execution by the Community Facilities District and the Trustee of any Supplemental Indenture, the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the Community Facilities District), by first-class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owners at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

Section 9.02. Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Community Facilities District, the Trustee and the Owners shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.03. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the effective date of any Supplemental Indenture pursuant to this Article may and, if the Community Facilities District so determines, shall bear a notation by endorsement or otherwise in form approved by the Community Facilities District and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such effective date and presentation of such Bond for such purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Community Facilities District and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Community Facilities District and authenticated by the Trustee and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such effective date, and presentation of such Bond for such purpose at the Office of the Trustee, such a new Bond in equal principal amount of the same Series, interest rate and maturity shall be exchanged for such Owner's Bond so surrendered.

Section 9.04. Amendment of Particular Bonds. The provisions of this Article shall not prevent any Owner from accepting any amendment, supplement or other modification as to any particular Bond owned by it, provided that due notation thereof is made on such Bond.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Indenture. (a) If the Community Facilities District shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, then the Owners shall cease to be entitled to the pledge of the Net Special Tax Revenues and the other assets pledged therefor hereunder, and all agreements, covenants and other obligations of the Community Facilities District hereunder shall thereupon cease, terminate and become void and this Indenture shall be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Community Facilities District all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Community Facilities District all money or securities held by it pursuant hereto that are not required for the payment of the principal of and interest and premium, if any, on the Bonds.

(b) Subject to the provisions of subsection (a) of this Section, if the Community Facilities District shall pay or cause to be paid to the Owner of an Outstanding Bond the principal thereof and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, such Owner shall cease to be entitled to the pledge of the Net Special Tax Revenues and the other assets pledged therefor hereunder and all agreements, covenants and other obligations of the Community Facilities District hereunder shall thereupon cease, terminate and become void and this Indenture shall be discharged and satisfied as to such Bond.

(c) Notwithstanding the discharge and satisfaction of this Indenture or the discharge and satisfaction of this Indenture in respect of any Bond, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owner of such Bond, and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest and premium, if any, on such Bond, and to pay to the Owner of such Bond the funds so held by the Trustee as and when such payment becomes due. Notwithstanding the discharge and satisfaction of this Indenture, the obligation of the Community Facilities District to indemnify the Trustee pursuant to Section 8.07 shall remain in effect and be binding upon the Community Facilities District.

Section 10.02. Bonds Deemed To Have Been Paid. (a) If moneys shall have been set aside and held by the Trustee for the payment or redemption of any Bond and the payment of the interest thereon to the maturity or redemption date thereof, such Bond shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01. Any Outstanding Bond shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 if (i) in case such Bond is to be redeemed on any date prior to its maturity date, the Community Facilities District shall have

given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.02, notice of redemption of such Bond on said redemption date, said notice to be given in accordance with Section 4.02, (ii) there shall have been deposited with the Trustee either (A) money in an amount that shall be sufficient, or (B) Defeasance Securities, the principal of and the interest on which when due, and without any reinvestment thereof, together with the money, if any, deposited therewith, will provide moneys that shall be sufficient to pay when due the interest to become due on such Bond on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and premium, if any, on such Bond, and (iii) in the event such Bond is not by its terms subject to redemption within the next succeeding 60 days, the Community Facilities District shall have given the Trustee, in form satisfactory to it, irrevocable instructions to mail as soon as practicable, a notice to the Owner of such Bond that the deposit required by clause (ii) above has been made with the Trustee and that such Bond is deemed to have been paid in accordance with this Section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and premium, if any, on such Bond.

(b) No Bond shall be deemed to have been paid pursuant to clause (ii) of subsection (a) of this Section unless the Community Facilities District shall have caused to be delivered to the Community Facilities District and the Trustee (i) an executed copy of a Verification Report with respect to such deemed payment, addressed to the Community Facilities District and the Trustee, in form and in substance acceptable to the Community Facilities District, (ii) a copy of the escrow agreement entered into in connection with the deposit pursuant to clause (ii)(B) of subsection (a) of this Section resulting in such deemed payment, which escrow agreement shall be in form and in substance acceptable to the Community Facilities District and which escrow agreement shall provide that no substitution of Defeasance Securities shall be permitted except with other Defeasance Securities and upon delivery of a new Verification Report, and no reinvestment of Defeasance Securities shall be permitted except as contemplated by the original Verification Report or upon delivery of a new Verification Report, and (iii) a copy of an opinion of Bond Counsel, dated the date of such deemed payment and addressed to the Community Facilities District and the Trustee, in form and in substance acceptable to the Community Facilities District, to the effect that such Bond has been paid within the meaning and with the effect expressed in this Indenture, all agreements, covenants and other obligations of the Community Facilities District hereunder have ceased, terminated and become void and the Indenture has been discharged and satisfied as to such Bonds.

Section 10.03. Unclaimed Moneys. Any moneys held by the Trustee in trust for the payment of the principal of, or premium or interest on, any Bond that remain unclaimed for two years after the date when such principal, premium or interest has become payable, if such moneys were held by the Trustee at such date, or for two years after the date of deposit of such moneys if deposited with the Trustee after the date when such principal, premium or interest become payable, shall be repaid by the Trustee to the Community Facilities District as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owner of such Bond shall look only to the Community Facilities District for the payment of such principal, premium or interest. The Trustee shall hold any such moneys uninvested.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Community Facilities District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained required hereby to be performed by or on behalf of the Community Facilities District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.02. Limitation of Rights. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any Person other than the Trustee, the Community Facilities District and the Owners, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained, and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Trustee, the Community Facilities District and the Owners.

Section 11.03. Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Community Facilities District of any Bonds, the Trustee shall, in lieu of such cancellation and delivery, destroy such Bonds.

Section 11.04. Severability of Invalid Provisions. If any term or provision of this Indenture or the Bonds, or the application of the term or provision to any Person or circumstance is, to any extent, held to be invalid or unenforceable in any jurisdiction, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Indenture or the Bonds, as applicable, or the application of the term or provision to Persons or circumstances other than those as to which the term or provision is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each remaining term or provision of this Indenture and the Bonds shall be valid and will be enforced to the fullest extent permitted by law.

Section 11.05. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Community Facilities District:

City of Ontario Community Facilities District
No. 35 (Countryside Phase 2 South - Facilities)
c/o City of Ontario
303 East "B" Street
Ontario, California 91764
Attention: Executive Director of Finance

If to the Trustee:

Zions Bancorporation, National Association
550 South Hope Street, Suite 2875
Los Angeles, California 90071
Attention: Corporate Trust Services

If to NMC Builders:

NMC Builders, LLC
c/o SC Ontario Development Corporation
1156 North Mountain Avenue
Upland, California 91786
Attention: Administrative Member

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (d) if given by any other means, upon delivery at the address specified in this Section.

Section 11.06. Evidence of Rights of Owners. (a) Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Community Facilities District if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument acknowledged to such notary public or such officer the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

(c) The ownership of Bonds shall be proved by the Registration Books.

(d) Any request, consent or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Community Facilities District in accordance therewith or reliance thereon.

Section 11.07. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds that are actually known by the Trustee to be owned or held by or for the account of the Community Facilities District, or by any other obligor on the Bonds, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Community Facilities District or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination; provided, however, that if 100% of the Bonds are so owned or held, such Bonds shall be deemed to be Outstanding. Bonds so owned that have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Community Facilities District or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Community Facilities District shall specify in a Written Certificate of the Community Facilities District submitted to the Trustee those Bonds, if any, that are, as of the date of such Written Certificate, owned or held by or for the account of the Community Facilities District.

Section 11.08. Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owner entitled thereto, subject, however, to the provisions of Section 10.03, but without any liability for interest thereon.

Section 11.09. Funds and Accounts. Any Fund or Account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account, but all such records with respect to all such Funds and Accounts shall at all times be maintained in accordance with prudent corporate trust industry standards, and with due regard for the requirements hereof and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish any such additional Funds or Accounts as it deems necessary to perform its obligations hereunder.

Section 11.10. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture and, unless otherwise specifically provided in this Indenture, no interest shall accrue for the period from and after such nominal date.

Section 11.11. Waiver of Personal Liability. No member, officer, agent or employee of the Community Facilities District or the City shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof, but nothing herein contained shall

relieve any such member, officer, agent or employee from the performance of any official duty provided by any applicable provision of law or by this Indenture.

Section 11.12. Conflict with Act. In the event of any conflict between any provision of this Indenture and any provision of the Act, the provision of the Act shall prevail over the provision of this Indenture.

Section 11.13. Conclusive Evidence of Regularity. Bonds issued pursuant to this Indenture shall constitute evidence of the regularity of all proceedings under the Act relative to their issuance and to the levy of the Special Tax.

Section 11.14. Governing Laws. This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 11.15. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Indenture may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Indenture using an electronic signature, it is signing, adopting and accepting this Indenture and that signing this Indenture using an electronic signature is the legal equivalent of having placed its handwritten signature on this Indenture on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Indenture in a usable format.

Section 11.16. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Community Facilities District has caused this Indenture to be signed in its name by its representative thereunto duly authorized, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)

By: _____
Scott Ochoa,
City Manager of the City of Ontario

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Joni D'Amico,
Senior Vice President,
Zions Bank Division

[Signature Page to Indenture]

EXHIBIT A

PERMITTED INVESTMENTS

"Permitted Investments" means the following:

(1) (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

(2) Federal Housing Administration debentures.

(3) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)
  Senior debt obligations and participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
- Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
  Consolidated system wide bonds and notes
- Federal Home Loan Banks (FHL Banks)
  Consolidated debt obligations
- Federal National Mortgage Association (FNMA)
  Senior debt obligations
  Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

(4) Unsecured certificates of deposit, time deposits or other bank deposit products, and bankers' acceptances (having maturities of not more than 365 days) of any bank, the short-term obligations of which are rated "A-1+" or better by S&P and "Prime-1" by Moody's.

(5) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least $15 million.

(6) Commercial paper (having original maturities of not more than 270 days) rated at the time of purchase "A-1+" by S&P and "Prime-1" by Moody's.

(7) Money market mutual funds rated "AAm" or "AAm-G" by S&P, or better and, if rated by Moody's, rated "Aa2" or better, including a fund for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide transfer agency, custodial, investment advisory or other management services, and, subject to the prior written consent of S&P and Moody's, the investment pool maintained by the county in which the Community Facilities District is located or other investment pools, in either case so long as such pool is rated in one of the two highest rating categories by S&P and Moody's.

(8) State Obligations, which means

(a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at least "A3" by Moody's and at least "A-" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(b) Direct, general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

(c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency in (a) above and rated "AA-" or better by S&P and "Aa3" or better by Moody's.

(9) Pre-refunded municipal obligations rated "AA+" by S&P and "Aaa" by Moody's meeting the following requirements:

(a) the municipal obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of

independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report");

(d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification Report; and

(f) the cash or the United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(10) Repurchase agreements:

A. With (i) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A-" by S&P and "Aa3" by Moody's; (ii) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A-" by S&P and "Aa3" Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (iii) any other entity rated at least "A-" by S&P and "A3" by Moody's (each, an "Eligible Provider"), provided that:

a. The (i) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMAs and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral");

b. The Trustee or a third party acting solely as agent therefor or for the Community Facilities District (the "Custodian") has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

c. The collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee and the Community Facilities District setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

d. The repurchase agreement shall state, and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof; and

e. The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, notify the Trustee and the Community Facilities District within five days of receipt of such notice. Within ten days of receipt of such notice, the provider shall either (i) post Eligible Collateral, or (ii) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten business days, the provider shall, at the direction of the Trustee or the Community Facilities District repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the Trustee or the Community Facilities District.

(11) Investment agreements with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA-" by S&P and "Aa3" by Moody's (each, an "Eligible Provider"); provided, that, by the terms of the investment agreement:

(a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service on the Bonds;

(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Trustee and the Community Facilities District hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(c) the provider shall send monthly reports to the Trustee and the Community Facilities District setting forth the balance the Community Facilities District or the Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider;

(d) the investment agreement shall state that it is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(e) the Trustee and the Community Facilities District shall receive an opinion of domestic counsel to the provider that such investment agreement is

legal, valid and binding and enforceable against the provider in accordance with its terms;

(f) the Trustee and the Community Facilities District shall receive an opinion of foreign counsel to the provider (if applicable) that (i) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (ii) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (iii) any judgment rendered by a court in the United States would be recognized and enforceable in such country;

(g) the investment agreement shall provide that if during its term (i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten days of receipt of publication of such downgrade, either (A) post Eligible Collateral with the Trustee, the Community Facilities District or a third party acting solely as agent therefor (the "Custodian") free and clear of any third party liens or claims, (B) assign the agreement to an Eligible Provider, or (C) repay the principal of and accrued but unpaid interest on the investment, and (ii) the provider's rating by either S&P or Moody's falls below "A-" or "A3", respectively, the provider must, at the direction of the Trustee or the Community Facilities District, within ten days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Trustee or the Community Facilities District;

(h) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMAs and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee and the Community Facilities District setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

(i) the investment agreement shall state, and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof; and

(j) the investment agreement must provide that if during its term (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Trustee or the Community Facilities District, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Trustee or the Community Facilities District, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Trustee or the Community Facilities District, as appropriate.

EXHIBIT B

FORM OF SERIES 2024 BOND

No. _____ $_____

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BOND, SERIES 2024

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	September 1, 20__	_____, 2024	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "Community Facilities District"), for value received, hereby promises to pay, solely from the sources hereinafter described, to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Interest Rate identified above in like lawful money from the date hereof payable semiannually on March 1 and September 1 in each year, commencing March 1, 2025 (the "Interest Payment Dates"), until payment of such Principal Amount in full.

This Bond is one of a series of a duly authorized issue of bonds approved by the qualified electors of the Community Facilities District, pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq*. of the California Government Code (the "Act"), and issued for the purpose of financing certain public facilities, and is one of the series of bonds designated "City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024" (the "Series 2024 Bonds") in the aggregate principal amount of $_____. The Series 2024 Bonds are issued pursuant to the Indenture, dated as of _____ 1, 2024 (the "Indenture"), by and between the Community Facilities District and Zions Bancorporation, National Association, as trustee (said entity or any successor thereto as trustee under the Indenture, the "Trustee"), and this reference incorporates the Indenture herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. Pursuant to and as more particularly provided in the Indenture, additional bonds ("Additional Bonds") may be issued by the Community Facilities District on a parity with the Series 2024 Bonds. The Series 2024 Bonds and any Additional Bonds are collectively referred to as the "Bonds." The Indenture is

entered into, and this Bond is issued under, the Act and the laws of the State of California. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

Interest on the Series 2024 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (a) a Series 2024 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event interest thereon shall be payable from such Interest Payment Date, (b) a Series 2024 Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Closing Date, or (c) interest on any Series 2024 Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has previously been paid or duly provided for. Interest shall be paid in lawful money of the United States on each Interest Payment Date. Interest shall be paid by check of the Trustee mailed by first-class mail, postage prepaid, on each Interest Payment Date to the Owners of the Series 2024 Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. Notwithstanding the foregoing, interest on any Series 2024 Bond that is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Series 2024 Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten days prior to such special record date. The principal of the Series 2024 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

The Bonds are special, limited obligations of the Community Facilities District, payable, as provided in the Indenture, solely from Net Special Tax Revenues and the other assets pledged therefor thereunder. Neither the faith and credit nor the taxing power of the Community Facilities District (except to the limited extent set forth in the Indenture), the City of Ontario or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

Pursuant to and as more particularly provided in the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Act, the Community Facilities District pledges to the Owners, and grants thereto a lien on and a security interest in, all of the Net Special Tax Revenues and any other amounts held in the Special Tax Fund, the Bond Fund and the Reserve Fund. Said pledge constitutes a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the Community Facilities District, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, the Indenture, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

The Series 2024 Bonds are subject to redemption on the dates, at the Redemption Prices and pursuant to the terms set forth in the Indenture. Notice of redemption of any Series 2024 Bond or any portion thereof shall be given as provided in the Indenture.

The Series 2024 Bonds are issuable as fully registered Bonds without coupons in Authorized Denominations ($5,000 and any integral multiple thereof).

Any Series 2024 Bond may be transferred upon the Registration Books by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Series 2024 Bond to the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Series 2024 Bond or Series 2024 Bonds shall be so surrendered for transfer, the Community Facilities District shall execute and the Trustee shall authenticate and shall deliver a new Series 2024 Bond or Series 2024 Bonds of the same maturity in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Series 2024 Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Series 2024 Bonds of the same maturity of other Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Indenture and the rights and obligations of the Community Facilities District, the Owners and the Trustee may be modified or amended in the manner, to the extent, and upon the terms provided in the Indenture.

The Indenture contains provisions permitting the Community Facilities District to make provision for the payment of the principal of and the interest and premium, if any, on any of the Bonds so that such Bonds shall no longer be deemed to be Outstanding under the terms of the Indenture.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Community Facilities District has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of the Mayor of the City of Ontario, attested by the manual or facsimile signature of the City Clerk of the City of Ontario, all as of the Dated Date identified above.

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)

By: _____
Mayor of the City of Ontario

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2024 Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____, 2024

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____, whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

$_____
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

BOND PURCHASE AGREEMENT

_____, 2024

City of Ontario
Community Facilities District No. 35
(Countryside Phase 2 South - Facilities)
303 East "B" Street
Ontario, California 91764

Ladies and Gentlemen:

Samuel A. Ramirez & Co., Inc., as underwriter (the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "Community Facilities District"), which upon acceptance will be binding upon the Underwriter and the Community Facilities District. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the Community Facilities District satisfying all of the obligations imposed upon them under this Purchase Agreement. This offer is made subject to the Community Facilities District's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., local time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Community Facilities District at any time prior to the acceptance hereof by the Community Facilities District. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Indenture, dated as of _____ 1, 2024 (the "Indenture"), by and between the Community Facilities District and Zions Bancorporation, National Association, as trustee (the "Trustee").

1. Purchase, Sale and Delivery of the Bonds.

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Community Facilities District and the Community Facilities District hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "Bonds"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, [plus/less] net original issue [premium/discount] of $_____ and less an Underwriter's discount of $_____).

The Underwriter agrees to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds subject to Section 4 hereof, provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Bonds will be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Net Special Tax Revenues as provided in the Indenture, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California) (the "Community Facilities District Act"). The issuance of the Bonds has been duly authorized by the City Council of the City of Ontario (the "City"), as the legislative body for the Community Facilities District, pursuant to a resolution (the "Community Facilities District Resolution of Issuance") adopted on _____, 2024.

The net proceeds of the Bonds will be used to (i) provide financing for certain public facilities and costs with respect thereto related to the development within the Community Facilities District, (ii) fund a reserve fund with respect to the Bonds, and (iii) pay the costs of issuance with respect to the Bonds.

A. The Community Facilities District hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the Community Facilities District herein, and the Community Facilities District shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the Community Facilities District herein is incorrect in any material respect.

The Community Facilities District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Community Facilities District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of, or a municipal or financial advisor of, the Community Facilities District and has not assumed any advisory or fiduciary responsibility to the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided or is currently providing other services to the Community Facilities District on other matters), (iv) the Underwriter has financial interests that differ from those of the Community Facilities District, (v) the only obligations the Underwriter has to the Community Facilities District with respect to the transaction contemplated hereby are expressly set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the MSRB (as defined below) or other law, and (vi) the Community Facilities District has consulted its own legal, financial, accounting, tax, and other advisors to the extent they have deemed appropriate in connection with this transaction. The Community Facilities District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"). The Community Facilities District acknowledges and represents that it has engaged Urban Futures, Inc. as its municipal advisor (as

defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the financial advice of Urban Futures, Inc. with respect to the Bonds.

B. Pursuant to the authorization of the Community Facilities District, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2024, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "Preliminary Official Statement." By its acceptance of this Purchase Agreement, the Community Facilities District hereby ratifies the use by the Underwriter of the Preliminary Official Statement, and the Community Facilities District agrees to execute a final official statement relating to the Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Orrick Herrington & Sutcliffe LLP, Bond Counsel ("Bond Counsel"), Best Best & Krieger LLP, Disclosure Counsel ("Disclosure Counsel"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth herein. The Community Facilities District hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The Community Facilities District further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Indenture, the Continuing Disclosure Agreement executed by the Community Facilities District in connection with the Bonds (the "Continuing Disclosure Agreement"), this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

C. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the Community Facilities District will undertake pursuant to the Continuing Disclosure Agreement, in the form attached as an appendix to the Official Statement, to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

D. Except as the Underwriter and the Community Facilities District may otherwise agree, the Community Facilities District will deliver to the Underwriter, at the offices of Bond Counsel in Los Angeles, California, or at such other location as may be mutually agreed upon by the Underwriter and the Community Facilities District, the documents hereinafter mentioned; and the Community Facilities District will deliver to the Underwriter through the facilities of The Depository Trust Company ("DTC"), the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the Community Facilities District and authenticated by the Trustee in the manner provided for in the Indenture and the Community Facilities District Act at 8:00 a.m. California time, on [Closing Date] (the "Closing Date"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC.

2. Representations, Warranties and Covenants of the Community Facilities District. The Community Facilities District represents, warrants and covenants to the Underwriter on behalf of itself and the City that:

A. The City is duly organized and validly existing as a general law city under the Constitution and laws of the State of California and has duly authorized the formation of the Community Facilities District and the incurring of bonded indebtedness thereby pursuant to resolutions duly adopted by the City Council (collectively, the "Community Facilities District Formation Resolutions" and, together with the Community Facilities District Resolution of Issuance, the "Community Facilities District Resolutions") and the Community Facilities District Act. The City Council, as the legislative body of the City and the Community Facilities District, has duly adopted the Community Facilities District Formation Resolutions and an ordinance of the City Council levying the Special Tax within the Community Facilities District (the "Ordinance"), and has caused to be recorded in the real property records of the County of San Bernardino, a notice of special tax lien, and any required amendments thereof (collectively, the "Notice of Special Tax Lien" and, together with the Community Facilities District Formation Resolutions and the Ordinance, the "Formation Documents"), and has duly adopted the Community Facilities District Resolution of Issuance. Each of its Formation Documents remains in full force and effect as of the date hereof and has not been amended or rescinded. The Community Facilities District is duly organized and validly existing as a Community Facilities District under the laws of the State of California. The Community Facilities District has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Agreement and the Indenture, and to carry out all transactions contemplated by each of such agreements; (ii) to issue, sell and deliver the Bonds as provided herein; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Indenture, the Bonds, the Continuing Disclosure Agreement, this Purchase Agreement, the Amended and Restated Acquisition and Funding Agreement dated as of _____, 2024 (the "Lennar Acquisition Agreement"), by and between the City and Lennar Homes of California, LLC, a California limited liability company ("Lennar Homes"), the Amended and Restated Acquisition and Funding Agreement, dated as of November 1, 2022, by and between the City and NMC Builders (the "NMC Builders Acquisition Agreement" and together with the Lennar Acquisition Agreement, the "Acquisition Agreements") and the Official Statement.

This Purchase Agreement, the Indenture, the Bonds, the Continuing Disclosure Agreement, and the Acquisition Agreements are collectively referred to herein as the "Community Facilities District Documents."

B. The Community Facilities District and the City, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the Community Facilities District Documents, and any immaterial noncompliance by the Community Facilities District and the City, if any, will not impair the ability of the Community Facilities District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the Community Facilities District will continue to comply with the covenants of the Community Facilities District contained in the Community Facilities District Documents.

C. The information in the Preliminary Official Statement and in the Official Statement relating to the Community Facilities District and the Bonds (other than statements pertaining to the book-entry system, as to which no view is expressed), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended

and supplemented so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the Community Facilities District will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not affect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Community Facilities District will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Community Facilities District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

E. Except as described in the Preliminary Official Statement, the Community Facilities District is not, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance of its obligations under the Community Facilities District Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement.

F. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Community Facilities District of its obligations under the Community Facilities District Documents, and the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

G. The Community Facilities District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement.

H. The Bonds are payable from the Net Special Tax Revenues of the Community Facilities District, as set forth in the Indenture, the levy of which has been duly and validly authorized pursuant to the Community Facilities District Act and the Special Tax within the Community Facilities District will be fixed and levied in an amount which, together with other available funds, is required for the payment of the principal of, and interest on, the Bonds when due and payable, all as provided in the Indenture. The Community Facilities District has covenanted to cause the Special Tax to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine.

I. The Indenture creates a valid pledge of, first lien upon and security interest in, the Net Special Tax Revenues of the Community Facilities District, and in the moneys in the Special Tax Fund, the Bond Fund, and the Reserve Fund established pursuant to the Indenture, on the terms and conditions set forth in the Indenture.

J. Except as disclosed in the Preliminary Official Statement, there are, to the best of the Community Facilities District's knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District or which are senior to or on a parity with the Special Tax of the Community Facilities District referred to in paragraph (H) hereof.

K. The information contained in the Preliminary Official Statement and in the Official Statement (other than statements therein pertaining to the DTC and its book-entry system, as to which no view is expressed) is true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

L. The Preliminary Official Statement was deemed final by a duly authorized officer of the Community Facilities District prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The Community Facilities District hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the Community Facilities District shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the MSRB.

M. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the Community Facilities District or the City threatened, in which any such Action: (i) in any way questions the existence of the Community Facilities District or the titles of the officers of the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Tax or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Community Facilities District Documents or the consummation of the transactions on the part of the Community Facilities District contemplated thereby; (iii) contests the exemption of interest on the Bonds from federal or State income taxation or contests the powers of the Community Facilities District which may result in any

material adverse change relating to the financial condition of the Community Facilities District; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the Community Facilities District authorized to do so shall be deemed a representation and warranty by the Community Facilities District to the Underwriter on behalf of itself and the Community Facilities District as to the statements made therein.

O. At or prior to the Closing, the Community Facilities District will have duly authorized, executed and delivered the Continuing Disclosure Agreement in substantially the form attached as an appendix to the Official Statement. Based upon a review of its previous undertakings, and except as disclosed in the Preliminary Official Statement, the City and the City Entities (as defined in the Preliminary Official Statement) have not failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years. The Community Facilities District has not previously entered into any undertaking pursuant to the Rule.

P. The Community Facilities District will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Preliminary Official Statement and Official Statement.

Q. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the Community Facilities District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Indenture.

R. Between the date of this Purchase Agreement and the date of Closing, the Community Facilities District will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter.

S. The City, on behalf of the Community Facilities District, has adopted local debt policies in accordance with Section 8855(i) of the California Government Code.

The Community Facilities District hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel, Disclosure Counsel and the Underwriter, from time to time prior to the Closing Date.

The Community Facilities District hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the Community

Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the Community Facilities District shall constitute a representation by the Community Facilities District to the Underwriter that the representations and warranties contained in this Section 2 with respect to the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the Community Facilities District contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date, and in reliance upon the representations and covenants of Lennar Homes contained in the certificate(s) delivered as of the Closing Date, and to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Community Facilities District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as described in the Preliminary Official Statement, the City shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, and the performance of the conditions precedent to be performed hereunder will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance of the conditions precedent to be performed by the City hereunder.

C. At the Closing Date, except as described in the Preliminary Official Statement, the Community Facilities District shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance by the Community Facilities District of its obligations under the Bonds, the Community Facilities District Resolutions, the Indenture, and any other instruments contemplated

by any of such documents, and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed hereunder, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Indenture, the Bonds or the performance of the conditions precedent to be performed by the Community Facilities District hereunder.

D. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

E. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall not have been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice to the Community Facilities District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

1. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

2. Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission ("SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

3. A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

4. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Community Facilities District, its property, income, securities (or interest thereon), the validity or enforceability of the Special Tax, or the ability of the Community Facilities District to construct or acquire the improvements as contemplated by the Formation Documents, the Community Facilities District Documents or the Official Statement or the right of any owner of the property within the Community Facilities District to develop such property in the manner described in the Official Statement, or the ability of the Community Facilities District to issue the Bonds as contemplated by the Indenture and the Official Statement;

5. Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

6. Any national securities exchange, the Comptroller of the Currency, or any other governmental authority, shall impose as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

7. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States or elsewhere, or (3) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations;

8. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or Community Facilities District shall have occurred;

9. Any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Community Facilities District refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

10. A general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force;

11. A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

12. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

13. A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act;

14. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District; or

15. The commencement of any Action.

F. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. The Official Statement, executed on behalf of the Community Facilities District by an authorized officer;

2. The Indenture, duly executed and delivered by the Community Facilities District and the Trustee;

3. The Community Facilities District Resolutions and the other Formation Documents, and the Community Facilities District Documents, together with a certificate dated as of the Closing Date of the City Clerk to the effect that the Community Facilities District Resolutions and the Ordinance are true, correct and complete copies of the ones duly adopted by the City Council;

4. The Continuing Disclosure Agreement executed and delivered by the Community Facilities District and the Trustee, as dissemination agent, and the Continuing Disclosure Certificate dated the Closing Date of Lennar Homes (the "Developer Continuing Disclosure Certificate"), in each case substantially in the respective forms attached as appendixes to the Official Statement;

5. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the Community Facilities District, of Bond Counsel, to the effect that the

Bonds are the valid, legal and binding obligations of the Community Facilities District and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State of California, in substantially the form included as an appendix to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter and the Trustee, to the effect that such opinion addressed to the Community Facilities District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion was addressed to it;

6. A supplemental opinion or opinions of Bond Counsel dated the Closing Date and addressed to the Underwriter to the effect that:

(i) this Purchase Agreement and the Continuing Disclosure Agreement have been duly executed and delivered by the Community Facilities District and, assuming due authorization, execution and delivery by the other parties thereto, constitute the valid and binding obligations of the Community Facilities District, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the statements contained in the Official Statement under the captions "THE SERIES 2024 BONDS" (except information relating to DTC and its book-entry system and information under the caption "Debt Service Schedule," as to which no opinion is expressed), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS," (except information under the captions "Special Tax" and "Amended and Restated Rate and Method of Apportionment" as to which no opinion is expressed), "TAX MATTERS," and Appendix F - "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE," excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Indenture and certain matters addressed in Bond Counsel's final approving opinion, are accurate in all material respects.

7. A letter, dated the Closing Date and addressed to the Underwriter and the Community Facilities District, of Disclosure Counsel, to the effect that no facts have come to the attention of the attorneys in such firm rending legal services in connection with the Bonds that cause them to believe that the Preliminary Official Statement as of its date and as of the date of this Purchase Agreement and the Official Statement, as of its date or as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any appendices, CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any determinations regarding valuation, real estate, and environmental matters, or any basis therefor; information about the Underwriter, underwriting; statements relating to the treatment of the Bonds or the interest, discount or premium related thereto for tax purposes under the laws of any

jurisdiction and statements contained in the Official Statement under the caption "TAX MATTERS" and any information about the Depository Trust Company or the book-entry system);

8. A certificate dated the Closing Date and signed by an authorized representative of the Community Facilities District or an authorized designee, on behalf of the Community Facilities District to the effect that: (i) the representations and warranties made by the Community Facilities District contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the Community Facilities District has complied with all the agreements and satisfied all the conditions on its part to be satisfied under this Purchase Agreement, the Community Facilities District Resolutions, the Community Facilities District Documents and the Official Statement at or prior to the Closing Date; and (iv) all information in the Official Statement relating to the Community Facilities District (other than information therein provided by the Special Tax Consultant) is true and correct in all material respects as of the date of the Official Statement and as of the Closing Date;

9. An opinion of Issuer's Counsel dated the date of Closing and addressed to the Underwriter, the Trustee and the City, substantially in the form attached hereto as Exhibit D;

10. A certificate dated the Closing Date from Kitty Siino & Associates, Inc., as appraiser (the "Appraiser"), addressed to the Community Facilities District and the Underwriter substantially to the effect that (i) the assumptions made in the appraisal of the taxable properties within the Community Facilities District, dated May 6, 2024 (the "Appraisal Report"), prepared by the Appraiser are reasonable; the Appraisal Report fairly and accurately described, as of the stated date of value, the market values of the properties in the Community Facilities District that are subject to the Special Tax, (ii) the Appraiser is not aware of any event or act which occurred since the date of value of the Appraisal Report which, in its opinion, would materially and adversely affect the conclusions as to the market value of the appraised property in the Community Facilities District, (iii) the Appraiser consents to the reproduction of the Appraisal Report as an appendix to the Preliminary Official Statement and the final Official Statement, each with respect to the Bonds, and to the references to the Appraiser and the Appraisal Report made in the Preliminary Official Statement and the Official Statement, (iv) the Appraisal Report complies with the Appraisal Standards for Land-Secured Financings issued by the California Debt and Investment Advisory Commission dated July, 2004, (v) a true and correct copy of the Appraisal Report is attached as an appendix to the Preliminary Official Statement and the Official Statement; and (vi) neither the Appraisal Report nor the information in the Preliminary Official Statement or the Official Statement referring to it contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

11. A certificate dated the Closing Date from Goodwin Consulting Group, Inc. addressed to the Community Facilities District and the Underwriter to the effect that: (i) the Special Tax, if levied and collected in the maximum amounts permitted pursuant to the Amended and Restated Rate and Method of Apportionment of Special Tax of the Community Facilities District, as of the Closing Date, would generate at least 110% of the annual debt service

payable with respect to the related issue of Bonds, net of estimated Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter; (ii) the statements in the Preliminary Official Statement and the Official Statement provided by Goodwin Consulting Group, Inc. concerning the Special Tax in the Community Facilities District and all information supplied by it for use in the Official Statement were as of the date of the Preliminary Official Statement, the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) all information supplied by Goodwin Consulting Group, Inc. to the Appraiser is true and correct as of the date of the Preliminary Official Statement and the date of the Official Statement and as of the Closing Date, based on such assumptions as may have been supplied by it; and (iv) the information contained in the Appraisal Report with respect to taxes and tax rates applicable, and projected to be applicable, to the property in the Community Facilities District is consistent with such information provided by Goodwin Consulting Group, Inc. to the Appraiser, which information so provided was based on information obtained by Goodwin Consulting Group, Inc. from the Community Facilities District, Lennar Homes, and the City;

12. Certified copies of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution of the Indenture and the authentication of the Bonds;

13. A certificate of the Trustee, addressed to the Underwriter, and the Community Facilities District dated the Closing Date, to the effect that: (i) the Trustee is authorized to carry out corporate trust powers, and has full power and authority to perform its duties under the Indenture and the Continuing Disclosure Agreement; (ii) the Trustee is duly authorized to execute and deliver the Indenture and the Continuing Disclosure Agreement, to accept the obligations created by the Indenture and the Continuing Disclosure Agreement and to authenticate the Bonds pursuant to the terms of the Indenture; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture; and (iv) to the best of its knowledge, compliance with the terms of the Indenture will not conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties;

14. An opinion of counsel to the Trustee dated the Closing Date, addressed to the Underwriter, and the Community Facilities District to the effect that (i) the Trustee is a national banking association duly organized and validly existing under the laws of the jurisdiction of its organization and has the corporate power to execute and deliver the Indenture, the Continuing Disclosure Agreement, and any other documentation relating to the Indenture, (ii) the execution and delivery by the Trustee of the Indenture, the Continuing Disclosure Agreement, and any other documentation relating to the Indenture, and its performance of its obligations under the Indenture, have been and are as of the date hereof duly authorized by all necessary corporate action, (iii) the Indenture and the Continuing Disclosure Agreement have been duly executed and delivered and constitute the valid and legally binding obligations of the Trustee enforceable against it in accordance with their terms except as such enforceability may be limited by applicable bankruptcy,

insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought as a proceeding in equity or at law), and (iv) the Bonds have been duly authenticated and delivered by the Trustee;

15. A certificate of the Community Facilities District dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

16. From counsel to Lennar Homes, (i) a negative assurance letter of such counsel, dated the date of the Closing, in form and substance acceptable to the Underwriter and Bond Counsel, and (ii) an opinion letter of such counsel, dated the date of the Closing, in form and substance acceptable to the Underwriter and Bond Counsel, to the effect that the Developer Continuing Disclosure Certificate has been duly authorized, executed and delivered by Lennar Homes;

17. A Letter of Representations from Lennar Homes dated the date of printing the Preliminary Official Statement, substantially in the form attached hereto as Exhibit B;

18. A Closing Certificate from Lennar Homes dated the Closing Date, substantially in the form attached hereto as Exhibit C, or as such Closing Certificate may be modified with the approval of the Underwriter and Disclosure Counsel;

19. A certificate dated the Closing Date from Empire Economics, Inc. addressed to the Community Facilities District and the Underwriter to the effect that the statements in the Official Statement provided by Empire Economics, Inc. and all information supplied by it for use in the Official Statement were as of the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

20. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of Closing and addressed to the Underwriter in form and substance acceptable to the Underwriter;

21. A certificate of Urban Futures, Inc., the City's municipal advisor (the "Municipal Advisor") to the effect that the Municipal Advisor has participated in the preparation of the Preliminary Official Statement and the Official Statement and nothing has come to the attention of the Municipal Advisor which would lead it to believe that the Preliminary Official Statement or the Official Statement contain any untrue statement of a material fact or omits to state a fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and

22. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the Community Facilities District contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Community Facilities District at or prior to the Closing of all agreements then to be performed and all conditions then to be

satisfied by the Community Facilities District in connection with the transactions contemplated hereby and by the Indenture and the Official Statement.

If the Community Facilities District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Community Facilities District nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the Community Facilities District set forth in Section 5 hereof shall continue in full force and effect.

4. Establishment of Issue Price.

A. The Underwriter agrees to assist the Community Facilities District in establishing the issue price of the Bonds and shall execute and deliver to the Community Facilities District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Community Facilities District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Community Facilities District under this section to establish the issue price of the Bonds may be taken on behalf of the Community Facilities District by the Municipal Advisor and any notice or report to be provided to the Community Facilities District may be provided to the Community Facilities District's Municipal Advisor.

B. Except as otherwise set forth in Exhibit A attached hereto, the Community Facilities District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Community Facilities District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Community Facilities District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public, provided that the Underwriter's reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Community Facilities District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds. For clarity, and notwithstanding any other condition to Closing set forth in this Purchase Agreement, the sale of 10% of each maturity of the Bonds to the public prior to the Closing Date shall not be a condition to Closing.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Community Facilities District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Community Facilities District to treat the initial offering price to the public of each such maturity as

of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Community Facilities District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(a)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(b) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(c) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity

allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The Community Facilities District acknowledges that, in making the representations set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Community Facilities District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Community Facilities District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership

(including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Purchase Agreement by all parties.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

A. The Underwriter shall be under no obligation to pay, and the Community Facilities District shall pay or cause to be paid (out of any legally available funds of the Community Facilities District) all expenses incident to the performance of the Community Facilities District's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to DTC, the cost of preparation, printing, distributing and delivering of the Indenture, the Preliminary Official Statement, the Official Statement, any amendment or supplement to the Preliminary Official Statement or the Official Statement and this Purchase Agreement, and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Trustee, Bond Counsel, Disclosure Counsel and any financial advisors, special tax consultants, appraisers, accountants, engineers or any other experts or consultants the City or the Community Facilities District may have retained in connection with the Bonds; and

B. The Community Facilities District shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel, meals, transportation and lodging (but not entertainment expenses), and any advertising expenses in connection with the public offering of the Bonds.

6. Notices. Any notice or other communication to be given to the Community Facilities District or the Community Facilities District under this Purchase Agreement may be given by delivering the same in writing to the City of Ontario, 303 East "B" Street, Ontario, California 91764, Attention: City Manager; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Samuel A. Ramirez & Co., Inc., 633 W. 5th, Suite 2693, Los Angeles, California 90071, Attention: Public Finance.

7. Parties In Interest. This Purchase Agreement is made solely for the benefit of the Community Facilities District and Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the Community Facilities District under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the Community Facilities District and regardless of delivery of and payment for the Bonds.

9. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding among the parties hereto in relation to the sale of the Bonds by the Community Facilities District.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

13. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

SAMUEL A. RAMIREZ & CO., INC.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and accepted as of the date first above written:

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)

By: _____
Authorized Officer

Time of Execution: _____ California time

EXHIBIT A

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
20__ (T)							
20__ (T)							
20__ (T)							
20__ (T)							

(T) Term Bond.
(C) Priced to optional redemption date of September 1, 20__, at [par].
* At the time of execution of this Purchase Agreement and assuming orders are confirmed immediately after the execution of this Purchase Agreement.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds maturing on and after September 1, 2032, shall be subject to optional redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date on or after September 1, 2031 from any source of available funds, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 2031 and March 1, 2032	103%
September 1, 2032 and March 1, 2033	102
September 1, 2033 and March 1, 2034	101
September 1, 2034 and any Interest Payment Date thereafter	100

Mandatory Redemption from Special Tax Prepayments. The Bonds shall be subject to mandatory redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date, from and to the extent of Special Tax prepayments required to be applied thereto pursuant to the Indenture and any amount required to be applied thereto pursuant to the Indenture, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 2031 and March 1, 2032	103%
September 1, 2032 and March 1, 2033	102
September 1, 2033 and March 1, 2034	101
September 1, 2034 and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__ at a Redemption Price equal to the principal amount of the Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed

The Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__ at a Redemption Price equal to the principal amount of the Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed

The Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__ at a Redemption Price equal to the principal amount of the Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed

The Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__ at a Redemption Price equal to the principal amount of the Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed

EXHIBIT B

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

LETTER OF REPRESENTATIONS OF
LENNAR HOMES OF CALIFORNIA, LLC

[POS Date]

City of Ontario Community Facilities District
No. 35 (Countryside Phase 2 South - Facilities)
303 East B Street
Ontario, California 91764

Samuel A. Ramirez & Co., Inc.
633 W. 5th, Suite 2693
Los Angeles, California 90071

Ladies and Gentlemen:

Reference is made to the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "**Bonds**") and to the Bond Purchase Agreement to be entered into in connection therewith (the "**Bond Purchase Agreement**"). This Letter of Representations of Lennar Homes of California, LLC (the "**Letter of Representations**") is delivered pursuant to and in satisfaction of Section 3(F)(17) of the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Bond Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of Lennar Homes of California, LLC, a California limited liability company (the "**Developer**"), and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer is duly organized and validly existing under the laws of the State of California and has all requisite right, power and authority (i) to execute and deliver this Letter of Representations, and (ii) to develop its property in the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "**Community Facilities District**") as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, title to a certain portion of the property within the Community Facilities District is held in the name of the Developer (herein, the "**Property**"). The undersigned, on behalf of the Developer, makes the representations herein with

respect to all such Property. Except as otherwise described in the Preliminary Official Statement, the Developer's current expectation is that the Developer shall remain the party responsible for the construction and sale of homes within the Property. Except as disclosed in the Preliminary Official Statement, the Developer has not entered into an agreement for development or management of the Property by any other entity, except such subcontracts, consultant agreements and similar agreements for land development activities associated with the Developer's development plan as are entered into in the ordinary course of business.

3. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned,[1] is pending against any current Affiliate[2] (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Developer or any such Affiliate (a) to restrain or enjoin the collection of the special tax levied on the Property by the Community Facilities District (the "**Special Tax**") or other sums pledged or to be pledged to pay the principal of and interest on the Bonds (e.g., the reserve fund established under the Indenture (herein, the "**Reserve Fund**")), (b) to restrain or enjoin the development of the Property as described in the Preliminary Official Statement, (c) to materially adversely affect the ability of the Developer to perform its obligations under the Continuing Disclosure Certificate (as hereinafter defined), (d) in any way contesting or affecting the validity of the Special Tax, or (e) which is reasonably likely to materially and adversely affect the Developer's ability to develop and sell the Property as described

1 "**Actual Knowledge of the Undersigned**" means, as of the date of this Letter of Representations, the actual (as opposed to constructive) knowledge that the individual signing on behalf of the Developer currently has or has obtained through (i) interviews with such current officers and responsible employees of the Developer and its Affiliates as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations. Individuals who are no longer employees of the Developer and its Affiliates have not been contacted. The Developer further notes that Lennar Corporation, a Delaware corporation ("**Lennar Corporation**"), completed a merger with CalAtlantic Group, Inc., a Delaware corporation (now CalAtlantic Group, LLC, herein "**CalAtlantic**") in February, 2018, pursuant to which CalAtlantic merged with and into Lennar Corporation, with Lennar Corporation being the surviving entity. Separate and apart from Lennar Corporation's due diligence efforts for purposes of completing the acquisition of CalAtlantic, individuals who were employees and officers of CalAtlantic and its subsidiaries prior to the merger have not been consulted or contacted and documents entered into by CalAtlantic and its subsidiaries or related to their properties and projects have not been reviewed.

2 "**Affiliate**" means, with respect to the Developer, any other Person (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Developer, and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Community Facilities District and investment decision regarding the Bonds (i.e., information relevant to (a) the Developer's development plans with respect to the Property and ability to pay its Special Taxes on the Property (to the extent the responsibility of the Developer) prior to delinquency, or (b) such Person's assets or funds that would materially affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay its Special Taxes on the Property (to the extent the responsibility of the Develop) prior to delinquency. "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Due to the merger, and for purposes hereof, the term Affiliate shall exclude CalAtlantic and its direct and indirect subsidiaries.

in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

4. As of the date of the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the information contained therein solely with respect to the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth under the sections of the Preliminary Official Statement captioned "PROPERTY OWNERSHIP AND THE DEVELOPMENT" and "CONTINUING DISCLOSURE – Developer Continuing Disclosure Certificate" (but in all cases under all captions excluding therefrom (i) information regarding the Appraisal Report (as defined herein), market value ratios and annual special tax ratios, and (ii) information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. Except as described in the Preliminary Official Statement, there are no material loans outstanding and unpaid and no material lines of credit of the Developer or its Affiliates, that are secured by an interest in the Property. Neither the Developer nor, to the Actual Knowledge of the Undersigned, any of its Affiliates is currently in material default on any loans, lines of credit or other obligation related to the development of the Property or any other project which default is reasonably likely to materially and adversely affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

6. To the Actual Knowledge of the Undersigned, other than as disclosed in the Preliminary Official Statement, the Developer is not aware that any of the Property has a current liability with respect to the presence of a substance presently classified as hazardous under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 or applicable California law or is adversely affected by the presence of endangered or threatened species or habitat for endangered or threatened species.

7. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the Community Facilities District, to challenge the adoption of the ordinance of the Community Facilities District levying Special Tax within the Community Facilities District, to invalidate the Community Facilities District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto. The foregoing covenant shall not prevent the Developer in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Amended and Restated Rate and Method of Apportionment of Special Tax pursuant to which Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected or (c) an action or suit to enforce the obligations of the City and/or

the Community Facilities District under the Community Facilities District Resolutions, the Ordinance, the Indenture, or any other agreements among the Developer, an Affiliate, the City and/or the Community Facilities District or to which the Developer or an Affiliate is a party or beneficiary.

8. The Developer consents to the issuance of the Bonds. The Developer acknowledges and agrees that the proceeds of the Bonds will be used as described in the Preliminary Official Statement.

9. The Developer intends to comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

10. To the Actual Knowledge of the Undersigned, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

11. The Developer agrees to execute at Closing the Continuing Disclosure Certificate, substantially in the form attached as Appendix H to the Preliminary Official Statement (the "**Continuing Disclosure Certificate**"), with such additional changes as may be agreed to by the Developer and the Underwriter. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer is not aware of any material failures by it or any entity under managerial control of the Developer to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or an entity under the managerial control of the Developer to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five years.

12. To the Actual Knowledge of the Undersigned, execution and delivery of the Continuing Disclosure Certificate, and the performance by the Developer of its obligations under the Continuing Disclosure Certificate, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Developer, or any applicable law, regulation, judgment or decree.

13. To the Actual Knowledge of the Undersigned, Affiliates of the Developer are able to pay their bills as they become due and no legal proceedings are pending against any Affiliate of the Developer (with proper service of process having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the Developer may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debt or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation which is reasonably likely to have a materially adverse impact on the ability of the Developer to develop the Property as described in the Preliminary Official Statement, to perform its obligations under the Continuing Disclosure Certificate, or to pay the Special Tax or ad valorem tax obligations with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency.

14. The Developer has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that the Developer and its Affiliates have been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. However, to the Actual Knowledge of the Undersigned, during the last five years, neither the Developer nor any current Affiliate has, during the period of its ownership, been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property included within the boundaries of a community facilities district or an assessment district in California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the delinquent Developer or such Affiliate in a court of law.

15. The Developer has not filed for the reassessment of the assessed value of any portions of the Property, other than in connection with the sale of homes to individual homebuyers.

16. To the Actual Knowledge of the Undersigned, there are no claims, disputes, suits, actions or contingent liabilities by and among the Developer, its Affiliates or any contractors working on the development of the Property which is reasonably likely to materially and adversely affect the Developer's development of the Property as described in the Preliminary Official Statement, the performance of its obligations under the Continuing Disclosure Certificate, or the payment of the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

17. Based upon the current development plans, including, without limitation, the current budget and subject to economic conditions and risks generally inherent in the development of real property, including, but not limited to, the risks described in the Preliminary Official Statement under the section entitled "SPECIAL RISK FACTORS," the Developer presently anticipates that it will have sufficient funds to develop the Property as described in the Preliminary Official Statement and to pay Special Tax levied against the Property (to the extent the responsibility of the Developer) prior to delinquency and does not anticipate that the City or the Community Facilities District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to the Developer's nonpayment of Special Tax. However, neither the Developer nor any of its Affiliates are obligated to make any additional capital contribution or loan to the Developer at any time, and the Developer reserves the right to change its development plans and financing plans for the Property at any time without notice.

18. An appraisal of the taxable properties within the Community Facilities District, dated May 6, 2024 (the "**Appraisal Report**"), was prepared by Kitty Siino & Associates, Inc. (the "**Appraiser**"). The Appraisal Report estimates the market value of the taxable properties within the Community Facilities District as of April 1, 2024 (the "**Date of Value**"). To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of and authorized by, the Developer to the Appraiser and contained in the sections of the Appraisal Report highlighted in yellow or circled in Exhibit A attached hereto, was true and correct in all material respects as of the Date of Value.

19. Solely as to the limited information described in the sections of the Preliminary Official Statement indicated in Paragraph 4 herein (and subject to the limitations and exclusions set forth in Paragraph 4), the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Community Facilities District, and their officials and employees, and each Person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended

(each, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity and shall reimburse any such Indemnified Party for any reasonable legal or other expense incurred by it in connection with investigating any such claim against it and defending any such action, insofar as and solely to the extent such losses, claims, damages, liabilities or actions, or legal or other expenses, arise out of or are based upon any untrue statement or alleged untrue statement of a material fact or the omission or alleged omission of a material fact by the Developer in the above-referenced information in the Preliminary Official Statement, as of its date, necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any Indemnified Party, *provided* that in no event shall the Developer be obligated for double indemnification, or for the negligence or willful misconduct of an Indemnified Party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly notify the Developer in writing; provided that the failure to notify the Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced by such failure; and provided, further, that the failure to notify the Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified the Developer thereof, the Developer shall retain counsel reasonably satisfactory to the Indemnified Party and approved thereby to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include the Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Developer shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Developer agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment as set forth above. If the Developer shall, after receiving notice of the indemnification obligation of the Developer and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to retain counsel for that purpose satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of and

at the risk of, the Developer. The Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

20. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge which would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 4 hereof (and subject to the limitations and exclusions contained in Paragraph 4 hereof), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Developer shall notify the City, the Community Facilities District and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City and the Community Facilities District in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City, the Community Facilities District and to the Underwriter.

21. The Developer agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached as Exhibit C to the Bond Purchase Agreement. If any event related to or affecting the Developer, its Affiliates, or the ownership, development, or sale of the Property occurs, as a result of which it is necessary to modify the Closing Certificate, the Developer agrees to deliver a new Closing Certificate revised to reflect such event.

22. On behalf of the Developer, I have reviewed the contents of this Letter of Representations and have had the opportunity to discuss with counsel to the Developer the meaning of the contents of this Letter of Representations. The Developer acknowledges and understands that a variety of state and federal securities laws, including, but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Developer and that under some circumstances, certification as to the matters set forth in this Letter of Representations, without additional disclosures or other action, may not fully discharge all duties and obligations of the Developer under such securities laws.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of the Developer and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Developer.

LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

[EXECUTION PAGE OF LETTER OF REPRESENTATIONS OF LENNAR HOMES OF CALIFORNIA, LLC]

EXHIBIT A

To

LETTER OF REPRESENTATIONS
OF LENNAR HOMES OF CALIFORNIA, LLC

DEVELOPER PROVIDED INFORMATION IN APPRAISAL REPORT

See attached.

EXHIBIT C

FORM OF CLOSING CERTIFICATE

$_____
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

CLOSING CERTIFICATE OF
LENNAR HOMES OF CALIFORNIA, LLC

[Closing Date]

City of Ontario Community Facilities District
No. 35 (Countryside Phase 2 South - Facilities)
303 East B Street
Ontario, California 91764
Attn: City Manager

Samuel A. Ramirez & Co., Inc.
633 W. 5th, Suite 2693
Los Angeles, California 90071

Ladies and Gentlemen:

Reference is made to the above-captioned bonds (the "**Bonds**") and to the Bond Purchase Agreement, dated [BPA Date] (the "**Bond Purchase Agreement**"), entered into in connection therewith. This Closing Certificate of Lennar Homes of California, LLC (the "**Closing Certificate**") is delivered pursuant to Section 3(F)(18) of the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Letter of Representations of Lennar Homes of California, LLC (the "**Letter of Representations**"), dated [POS Date], delivered by Lennar Homes of California, LLC, a California limited liability company (the "**Developer**").

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement dated [BPA Date] relating to the Bonds (the "**Official Statement**"). To the Actual Knowledge of the Undersigned, each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be

references to the Official Statement and all references to the Continuing Disclosure Certificate herein shall be deemed to be references to the Continuing Disclosure Certificate as executed by the Developer in connection with the sale of the Bonds.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4 of the Letter of Representations) relating to the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of its Affiliates), which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "**End of the Underwriting Period**" as defined in the Bond Purchase Agreement (provided the Developer may assume the End of the Underwriting Period is the Closing Date (as defined in the Bond Purchase Agreement), unless it receives written notice from the Underwriter that the End of the Underwriting Period is later than the Closing Date), if any event relating to or affecting the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of its Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City or the Community Facilities District, to amend or supplement the Official Statement in order to make the information under the sections of the Official Statement indicated in Paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4 of the Letter of Representations) not misleading in the light of the circumstances under which they were made, the Developer shall reasonably cooperate with the City, the Community Facilities District and the Underwriter in the preparation and publication of a supplement or amendment to the information under the sections of the Official Statement indicated in Paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4 of the Letter of Representations), in form and substance satisfactory to the Underwriter and counsel to the City and the Community Facilities District which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Developer has duly authorized the execution and delivery of the Continuing Disclosure Certificate and is duly authorized to perform the obligation on its part to be performed thereunder, and the Continuing Disclosure Certificate constitutes the legal, valid and binding obligation of the Developer, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other similar laws affecting the rights of creditors and certain equitable, legal or statutory principles affecting enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding of law or equity.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of the Developer and he or she will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Developer.

LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF ISSUER'S COUNSEL OPINION

[Closing Date]

City of Ontario
Community Facilities District No. 35
(Countryside Phase 2 South – Facilities)
303 East "B" Street
Ontario, California 91764

Samuel A. Ramirez & Co., Inc., as
Underwriter
633 West Fifth Street, Suite 2693
Los Angeles, California 90071

Zions Bancorporation,
National Association, as Trustee
550 South Hope Street, Suite 2875
Los Angeles, California 90071

ISSUER'S COUNSEL OPINION

Re: $_____ City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024

Ladies and Gentlemen:

We have acted as issuer's counsel ("Issuer's Counsel") to the City of Ontario (the "City") and the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South – Facilities) (the "Community Facilities District"), in connection with the issuance of the $_____ City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South – Facilities) Special Tax Bonds, Series 2024 (the "Bonds"). In such capacity, we have been asked to render this opinion in connection with Section 3(F)(9) of that certain Bond Purchase Agreement, dated [BPA Date] (the "Bond Purchase Agreement"), by and between Samuel A. Ramirez & Co., Inc., as underwriter, and the Community Facilities District relating to the Bonds. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Bond Purchase Agreement.

In rendering this opinion, we have examined and relied upon originals or copies of the following documents upon which we are relying, without further inquiry or investigation (although we advise you that we have no actual knowledge to the contrary of any matters related thereto): (i) the Community Facilities District Resolution of Issuance, (ii) Resolution No. 2017-108, adopted by the City Council of the City (the "City Council") on September 5, 2017 (the "Resolution of Intention"), (iii) Resolution No. 2017-109, adopted by the City Council on September 5, 2017 (the "Resolution to Incur Indebtedness"), (iv) Resolution No. 2017-123, adopted by the City Council on October 17, 2017 (the "Resolution of Formation"), (v) Resolution No. 2017-124, adopted by the City

Council on October 17, 2017 (the "Resolution Deeming it Necessary to Incur Indebtedness"), (vi) Resolution No. 2017-125, adopted by the City Council on October 17, 2017 (the "Resolution Calling Election"), (vii) Resolution No. 2017-126, adopted by the City Council on October 17, 2017 (the "Resolution Declaring Results"), (viii) Ordinance No. 3082, adopted by the City Council on November 7, 2017 (the "Ordinance"), (ix) Resolution No. 2022-048, adopted by the City Council on June 7, 2022 (the "Resolution of Consideration to Change Rate and Method of Apportionment"), (x) Resolution No. 2022-049, adopted by the City Council on June 7, 2022 (the "Resolution of Intention to Increase Maximum Debt Amount"), (xi) Resolution No. 2022-120, adopted by the City Council on July 19, 2022 (the "Resolution Deeming it Necessary to Increase the Maximum Aggregate Amount of Bonded Indebtedness"), (xii) Resolution No. 2022-121, adopted by the City Council on July 19, 2022 (the "Resolution Calling Special Election Relating to Debt Increase"), (xiii) Resolution No. 2022-118, adopted by the City Council on July 19, 2022 (the "Resolution Calling Special Election for Proposed Changes to the Rate and Method of Apportionment"), (xiv) Resolution No. 2022-122, adopted by the City Council on July 19, 2022 (the "Resolution Declaring Results of Special Election Relating to Debt Increase"), (xv) Resolution No. 2022-119, adopted by the City Council on July 19, 2022 (the "Resolution of Change Declaring Results of Special Election"), (xvi) Ordinance No. 3221, adopted by the City Council on August 2, 2022 (the "Ordinance Amending and Restating Ordinance No. 3082", and, together with the Resolution of Intention, the Resolution to Incur Indebtedness, the Resolution of Formation, the Resolution Deeming it Necessary to Incur Indebtedness, the Resolution Calling Election, and the Resolution Declaring Results, Resolution of Consideration to Change Rate and Method of Apportionment, Resolution of Intention to Increase Maximum Debt Amount, Resolution Deeming it Necessary to Increase the Maximum Aggregate Amount of Bonded Indebtedness, Resolution Calling Special Election Relating to Debt Increase, Resolution Calling Special Election for Proposed Changes to the Rate and Method of Apportionment, Resolution Declaring Results of Special Election Relating to Debt Increase, Resolution of Change Declaring Results of Special Election, the "Formation Documents"), (xvii) the Community Facilities District Documents, and (xviii) the Official Statement, relating to the Bonds, and we have made such other investigations of law and facts as we have deemed necessary to render the following opinions.

In rendering this opinion, we have assumed, without independent investigation, that all documents submitted to or reviewed by us are accurate and complete and, if not originals, are true and correct copies of originals and the accuracy of the statements and representations contained in such documents. As to questions of fact material to this opinion letter, we have relied upon representations and information supplied to us by the City and the Community Facilities District and their respective officers, employees, and representatives and upon representations and certificates of various public officials. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the City and the Community Facilities District. In the course of our representation, nothing has come to our attention that caused us to believe that any of the factual representations upon which we have relied are not true, but we have made no other factual investigations.

When used herein, the phrase "current actual knowledge" means knowledge as we have obtained from (i) the incumbency and signature certificate of the Community Facilities District, (ii) the representations and warranties contained in each closing certificate of the City or the Community Facilities District, (iii) knowledge of facts or other information currently known to lawyers in our firm who have performed legal services for the City or the Community Facilities District, and (iv) a litigation search in California State and federal court conducted on _____, 20___.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation and general law city, duly organized and validly existing pursuant to the Constitution and laws of the State of California (the "State").

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State.

3. The Community Facilities District Resolution of Issuance and the Formation Documents have been duly adopted at meetings of the City Council, which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Community Facilities District Resolution of Issuance and the Formation Documents are in full force and effect and have not, other than as described in the Official Statement, been modified, amended, rescinded or repealed since the respective dates of their adoption.

4. The Community Facilities District Documents and the Official Statement have been duly authorized, executed and delivered by the Community Facilities District and constitute the legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases or seeks to restrain or to enjoin the development of property within the Community Facilities District.

5. Except as may be stated in the Official Statement, to our current actual knowledge, there is no action, suit, proceeding or investigation before or by any court, public board or body pending (notice of which has been served on the City or the Community Facilities District) or threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their members and officers to their respective offices; or (b) affect the validity of the Community Facilities District Documents or restrain or enjoin the repayment of the Bonds or in any way contest or affect the validity of the Community Facilities District Documents or contest the authority of the Community Facilities District to enter into or perform its obligations under any of the Community Facilities District Documents or under which a determination adverse to the City or Community Facilities District would have a material adverse effect upon the financial condition or the revenues of the City or Community Facilities District, questions the right of the Community Facilities District to use the Special Tax levied within the Community Facilities District for the repayment of the Bonds or affects in any manner the right or ability of the Community Facilities District to collect or pledge the Special Tax levied within the Community Facilities District for the repayment of the Bonds.

6. To our current actual knowledge, the execution and delivery of the Bonds and the Community Facilities District Documents, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument of which the Community Facilities District is a party or is otherwise subject or bound, a consequence of

which could be to materially and adversely affect the ability of the Community Facilities District to perform its obligations under the Bonds or the Community Facilities District Documents.

7. All approvals, consents, authorization, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the ability of the Community Facilities District, to perform its obligations under the Bonds or the Community Facilities District Documents, have been obtained or made, as the case may be, and are in full force and effect.

The opinions set forth above are subject to the following additional qualifications:

(a) We express no opinion with respect to the laws of any state or jurisdiction other than California and the United States regarding the enforceability of any transaction mentioned herein or the interpretation, authorization, execution, validity, enforceability or effect of any of the documents mentioned herein; provided further that we express no opinion with respect to California or federal tax and securities law.

(b) As Issuer's Counsel in this matter, we have not rendered financial advice to the Community Facilities District and do not represent by this opinion, or otherwise, that we reviewed or made any assessment about, nor do we express any opinion about, the ability of the Community Facilities District to pay debt service or amounts due under the Indenture, and accordingly, we offer no opinion whatsoever regarding such financial feasibility or ability to repay the Bonds.

(c) We express no opinion with respect to any indemnification, contribution, lien priority or choice of law provisions contained in the foregoing documents.

(d) General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

No attorney-client relationship exists between you and us (other than the City and Community Facilities District). This opinion is solely for the benefit of the addressees in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds.

This opinion letter speaks only as of its date, and we disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof. The opinions herein are limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

EXHIBIT E

$_____
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, Samuel A. Ramirez & Co., Inc. ("Ramirez"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Bond Purchase Agreement.*** On [BPA Date] (the "Sale Date"), Ramirez and the Issuer executed a Bond Purchase Agreement (the "Purchase Agreement") in connection with the sale of the Bonds. Ramirez has not modified the Purchase Agreement since its execution on the Sale Date.

2. ***Price.*** As of the date of this Certificate, for each Maturity of the Bonds, the first price at which at least 10% of each such Maturity of the Bonds was sold to the Public was the respective price for such Maturity listed in Schedule A attached hereto.

3. ***Defined Terms.***

   (a) *"Issuer"* means the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities).

   (b) *"Maturity"* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

   (c) *"Public"* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

   (d) *"Underwriter"* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. ***Reserve* Fund.** The funding of the Reserve Fund under the Indenture, and as provided in the Tax Certificate, is reasonably required, was a vital factor in marketing the Bonds, facilitated the marketing of the Bonds at an interest rate comparable to that of bonds and other tax-exempt obligations of a similar type, and is not in excess of the amount necessary for such purpose.

5. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Ramirez's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

SAMUEL A. RAMIREZ & CO., INC.

By:_____

Dated: [Closing Date]

SCHEDULE A
TO
ISSUE PRICE CERTIFICATE

[TO BE ATTACHED]

CONTINUING DISCLOSURE AGREEMENT

by and between

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of _____ 1, 2024

City of Ontario
Community Facilities District No. 35
(Countryside Phase 2 South - Facilities)
Special Tax Bonds, Series 2024

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement"), dated as of _____1, 2024, is by and between CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES), a community facilities district organized and existing under the laws of the State of California (the "Community Facilities District"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Trustee (the "Trustee").

W I T N E S S E T H :

WHEREAS, the Community Facilities District has issued its City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "Series 2024 Bonds"), in the aggregate principal amount of $_____, pursuant to the Indenture, dated as of _____ 1, 2024 (the "Indenture"), by and between the Community Facilities District and the Trustee; and

WHEREAS, this Disclosure Agreement is being executed and delivered by the Community Facilities District and the Trustee for the benefit of the owners and beneficial owners of the Series 2024 Bonds and in order to assist the underwriter of the Series 2024 Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5);

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Agreement have the meanings herein specified. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

"Annual Report" means any Annual Report provided by the Community Facilities District pursuant to, and as described in, Sections 2 and 3 hereof.

"Annual Report Date" means the date in each year that is the first day of the month following the ninth month after the end of the Community Facilities District's fiscal year, which date, as of the date of this Disclosure Agreement, is April 1.

"Community Facilities District" means City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities), a community facilities district organized and existing under the laws of the State, and its successors.

"Disclosure Representative" means the Deputy City Treasurer of the City, or his or her designee, or such other person as the Community Facilities District shall designate in writing to the Trustee from time to time.

"Dissemination Agent" means the Trustee, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Community Facilities District and which has filed with the Trustee a written acceptance of such designation.

"Financial Obligation" means (a) a debt obligation of the Community Facilities District, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the Community Facilities District, or (c) a guarantee of (i) a debt obligation of the Community Facilities District, or (ii) a derivative instrument described in clause (b), above; provided, however, that the term "Financial Obligation" shall not include "municipal securities" (as such term is defined in the Securities Exchange Act of 1934, as amended) as to which a "final official statement" (as such term is defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Indenture" means the Indenture, dated as of _____ 1, 2024, by and between the Community Facilities District and Zions Bancorporation, National Association, as Trustee, as originally executed and as it may be modified or amended from time to time in accordance with its terms.

"Listed Events" means any of the events listed in subsection (a) or subsection (b) of Section 4 hereof.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

"Participating Underwriter" means the original underwriter of the Series 2024 Bonds required to comply with the Rule in connection with the offering of the Series 2024 Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Trustee" means Zions Bancorporation, National Association, as Trustee under the Indenture, or any successor thereto as Trustee thereunder substituted in its place as provided therein.

Section 2. Provision of Annual Reports. (a) The Community Facilities District shall, or shall cause the Dissemination Agent to, provide to the MSRB an Annual Report that is consistent with the requirements of Section 3 hereof, not later than the Annual Report Date, commencing with the report for the 2023-24 Fiscal Year. The Annual Report may include by reference other information as provided in Section 3 hereof; provided, however, that the audited financial statements of the Community Facilities District, if any, may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Community Facilities District's fiscal year changes, it shall, or it shall instruct the Dissemination Agent to, give notice of such change in a filing with the MSRB.

(b) Not later than 15 business days prior to the date specified in subsection (a) of this Section for the providing of the Annual Report to the MSRB, the Community Facilities District shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Community Facilities District and the Dissemination Agent to determine if the Community Facilities District is in compliance with the first sentence of this subsection (b).

(c) If the Trustee is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) of this Section, the Trustee shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) provide each Annual Report received by it to the MSRB, as provided herein; and

(ii) file a report with the Community Facilities District and (if the Dissemination Agent is not the Trustee) the Trustee certifying that such Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided to the MSRB.

Section 3. Content of Annual Reports. The Community Facilities District's Annual Report shall contain or incorporate by reference the following:

(a) The Community Facilities District's audited financial statements, if any, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Community Facilities District's audited financial statements, if any, are not available by the time the Annual Report is required to be filed pursuant to subsection (a) of Section 2 hereof, the Annual Report shall contain unaudited financial statements, in a format similar to that used for the Community Facilities District's audited financial statements, and the audited financial statements, if any, shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

(i) The principal amount of Series 2024 Bonds Outstanding as of the December 31 next preceding the Annual Report Date;

(ii) The principal amount of Additional Bonds, if any, Outstanding as of the December 31 next preceding the Annual Report Date;

(iii) The balance in (A) the Lennar Acquisition Account, and (B) the NMC Acquisition Account, as of the December 31 next preceding the Annual Report Date;

(iv) The balance in the Reserve Fund, and a statement of the Reserve Requirement, as of the December 31 next preceding the Annual Report Date;

(v) The total assessed value of all parcels within the Community Facilities District on which the Special Tax is levied, as shown on the assessment roll of the San Bernardino County Assessor last equalized prior to the December 31 next preceding the Annual Report Date, and a statement of assessed value-to-Bonded debt ratios therefor, either by individual parcel or by categories (e.g., "below 3:1," "3:1 to 4:1," etc.);

(vi) The Special Tax delinquency rate for all parcels within the Community Facilities District, as shown on the assessment roll of the San Bernardino County Assessor last equalized prior to the December 31 next preceding the Annual Report Date, the number of parcels within the Community Facilities District delinquent in payment of the Special Tax as of the December 31 next preceding the Annual Report Date, the amount of each delinquency, the length of time delinquent and the date on which foreclosure was commenced, or similar information pertaining to delinquencies deemed appropriate by the Community Facilities District; provided, however, that parcels with aggregate delinquencies of $2,000 or less (excluding penalties and interest) may be grouped together and such information may be provided by category;

(vii) The status of foreclosure proceedings and a summary of the results of any foreclosure sales as of the December 31 next preceding the Annual Report Date;

(viii) The identity of any property owner representing more than 5% of the Special Tax levy delinquent in payment of the Special Tax as of the December 31 next preceding the Annual Report Date;

(ix) A land ownership summary listing property owners responsible for more than 5% of the annual Special Tax, as shown on the assessment roll of the San Bernardino County Assessor last equalized prior to the December 31 next preceding the Annual Report Date; and

(x) A description of any changes to the Rate and Method approved by, or submitted for approval to, the qualified electors of the Community Facilities District during the period from the date of filing the prior year's Annual Report to the date of filing such Annual Report.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Community Facilities District or related public entities that have been made available to the public on the MSRB's website. The Community Facilities District shall clearly identify each such other document so included by reference.

Section 4. Reporting of Significant Events. (a) Pursuant to the provisions of this Section, the Community Facilities District shall give, or cause to be given, notice of the

occurrence of any of the following events with respect to the Series 2024 Bonds in a timely manner not later than ten business days after the occurrence of the event:

(i) Principal and interest payment delinquencies.

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties.

(iv) Substitution of credit or liquidity providers, or their failure to perform.

(v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB).

(vi) Tender offers.

(vii) Defeasances.

(viii) Rating changes.

(ix) Bankruptcy, insolvency, receivership or similar event of the Community Facilities District.

(x) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

For purposes of the event identified in paragraph (ix) of this subsection, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Community Facilities District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Community Facilities District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Community Facilities District.

(b) Pursuant to the provisions of this Section, the Community Facilities District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2024 Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

(i) Unless described in paragraph (v) of subsection (a) of this Section, material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2024 Bonds or other material events affecting the tax status of the Series 2024 Bonds.

(ii) Modifications to rights of holders of the Series 2024 Bonds.

(iii) Series 2024 Bond calls.

(iv) Release, substitution, or sale of property securing repayment of the Series 2024 Bonds.

(v) Non-payment related defaults.

(vi) The consummation of a merger, consolidation, or acquisition involving the Community Facilities District or the sale of all or substantially all of the assets of the Community Facilities District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(vii) Appointment of a successor or additional Trustee or the change of name of a Trustee.

(viii) Incurrence of a Financial Obligation, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation, any of which affect holders of the Series 2024 Bonds.

(c) The Trustee shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event. The Trustee shall have no responsibility for determining the materiality of any such event, or whether any such event reflects financial difficulties.

(d) Whenever the Community Facilities District obtains knowledge of the occurrence of a Listed Event described in subsection (b) of this Section, the Community Facilities District shall determine if such event would be material under applicable Federal securities law.

(e) Whenever the Community Facilities District obtains knowledge of the occurrence of a Listed Event described in subsection (a) of this Section, or determines that knowledge of a Listed Event described in subsection (b) of this Section would be material under applicable Federal securities law, the Community Facilities District shall, or shall cause the Dissemination Agent to, file a notice of the occurrence of such Listed Event with the MSRB, within ten business days of such occurrence.

(f) Notwithstanding the foregoing, notice of Listed Events described in paragraph (iii) of subsection (b) of this Section need not be given any earlier than the notice (if any) of the underlying event is given to holders of affected Series 2024 Bonds pursuant to the Indenture.

Section 5. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The Community Facilities District's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2024 Bonds. If such termination occurs prior to the final maturity of the Series 2024 Bonds, the Community Facilities District shall give, or cause to be given, notice of such termination in a filing with the MSRB.

Section 7. Dissemination Agent. The Community Facilities District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing 30 days' written notice to the Community Facilities District. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Community Facilities District and the Trustee may amend this Disclosure Agreement (and the Trustee shall agree to any amendment so requested by the Community Facilities District, so long as such amendment does not adversely affect the rights or materially increase the obligations of the Trustee), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsection (a) or (b) of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2024 Bonds, or the type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Series 2024 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver (i) is approved by Owners of the Series 2024 Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of Owners or Beneficial Owners of the Series 2024 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Community Facilities District shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Community

Facilities District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Community Facilities District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Agreement, in addition to that which is required by this Disclosure Agreement. If the Community Facilities District chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Agreement, the Community Facilities District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 10. Default. In the event of a failure of the Community Facilities District, the Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the written direction of any Participating Underwriter or the Owners of at least 25% of the aggregate principal amount of Outstanding Series 2024 Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee), or any Owner or Beneficial Owner of the Series 2024 Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Community Facilities District, the Trustee or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Community Facilities District, the Trustee or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Article VIII of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. Neither the Trustee nor the Dissemination Agent shall be responsible for the form or content of any Annual Report or notice of Listed Event. The Dissemination Agent shall receive reasonable compensation for its services provided under this Disclosure Agreement and shall be reimbursed for its reasonable expenses (including attorneys' fees and expenses) incurred by it in the exercise or performance of its powers and duties hereunder. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent permitted by law, the Community Facilities District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities that any such Person may incur in the exercise or performance of the Dissemination Agent's powers and duties hereunder, including the costs and expenses (including

attorneys' fees and expenses) of defending against any claim of liability, and that are not due to such Person's negligence or its willful misconduct. The obligations of the Community Facilities District under this Section shall survive resignation or removal of the Dissemination Agent and the termination of this Disclosure Agreement.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Community Facilities District, the Trustee, the Dissemination Agent, the Participating Underwriter and the Owners and Beneficial Owners from time to time of the Series 2024 Bonds, and shall create no rights in any other person or entity.

Section 13. Governing Laws. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Disclosure Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Disclosure Agreement using an electronic signature, it is signing, adopting and accepting this Disclosure Agreement and that signing this Disclosure Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Disclosure Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Disclosure Agreement in a usable format.

Section 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first above written.

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)

By: _____
Scott Ochoa,
City Manager of the City of Ontario

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Joni D'Amico,
Senior Vice President,
Zions Bank Division

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities)

Name of Issue: City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024

Date of Issuance: _____, 2024

NOTICE IS HEREBY GIVEN that City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "Community Facilities District") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of _____ 1, 2024, by and between the Community Facilities District and Zions Bancorporation, National Association, as Trustee. [The Community Facilities District anticipates that such Annual Report will be filed by _____.]

Dated: _____

Zions Bancorporation, National Association, as Trustee, on behalf of City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities)

cc: City of Ontario
Community Facilities District
No. 35 (Countryside Phase 2 South - Facilities)

AMENDED AND RESTATED
ACQUISITION AND FUNDING AGREEMENT

by and between

CITY OF ONTARIO

and

LENNAR HOMES OF CALIFORNIA, LLC

Dated as of June 1, 2024

City of Ontario
Community Facilities District No. 35
(Countryside Phase 2 South - Facilities)

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AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT

THIS AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT (this "Acquisition Agreement"), dated as of June 1, 2024, is by and between the CITY OF ONTARIO, a general law city organized and existing under the laws of the State of California (the "City"), and LENNAR HOMES OF CALIFORNIA, LLC, a limited liability company organized and existing under the laws of the State of California (the "Developer").

W I T N E S S E T H:

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly known as the New Model Colony;

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony, which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report");

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve the New Model Colony;

WHEREAS, the New Model Colony is now commonly referred to as Ontario Ranch;

WHEREAS, the Developer is developing certain of the property within Ontario Ranch (the "Property");

WHEREAS, certain of such major backbone infrastructure is required to serve the Property;

WHEREAS, in order to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve Ontario Ranch (the "Facilities") so that such development may occur, the City and Forestar Countryside, L.L.C. ("Forestar") entered into the Acquisition Agreement and Funding Agreement, dated as of October 1, 2017 (the "Original Acquisition Agreement");

WHEREAS, in order to provide such a mechanism, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "Community Facilities District"), the boundaries of which include the Property;

WHEREAS, Forestar and the Developer previously entered into the Assignment and Assumption Agreement, dated as of February 7, 2022, pursuant to which, in accordance with the terms set forth therein, the Developer accepted the assignment of the Original Acquisition Agreement from Forestar and unconditionally assumed all of the obligations, liabilities and

responsibilities and agreed to perform all of the obligations of Forestar under the Original Acquisition Agreement;

WHEREAS, the City and the Developer desire to amend certain provisions of, and restate, the Original Acquisition Agreement;

WHEREAS, Section 6.4 of the Original Acquisition Agreement provides that the Original Acquisition Agreement may be amended by an instrument in writing executed and delivered by the City and the Developer;

WHEREAS, pursuant to the Act, the proceedings of the City Council of the City and an election held within the Community Facilities District, the Community Facilities District is authorized to levy a special tax (the "Special Tax") within the Community Facilities District and issue special tax bonds (the "Bonds") secured by the Special Tax in order to finance certain of the Facilities;

WHEREAS, the Special Tax has been levied by the Community Facilities District and it is anticipated that, from time to time, Bonds will be issued by the Community Facilities District;

WHEREAS, it is anticipated that, in accordance with the terms set forth in this Acquisition Agreement, the Developer will construct or cause to be constructed certain of the Facilities, that, upon satisfaction of the conditions specified herein, the City will acquire such Facilities and take title thereto and that the Developer will be paid the purchase price thereof, determined as set forth herein, from certain proceeds of the Special Tax, if any, and certain proceeds of the Bonds;

WHEREAS, Section 53313.5 of the Act provides that a community facilities district may only finance the purchase of facilities whose construction has been completed, as determined by the legislative body, before the resolution of formation to establish the community facilities district is adopted pursuant to Section 53325.1 of the Act, except that a community facilities district may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency; and

WHEREAS, the Facilities are to be acquired by the City pursuant to this Acquisition Agreement pursuant to the Act and, specifically, pursuant to the provisions of Sections 53313.5 thereof;

NOW, THEREFORE, the Original Acquisition Agreement is hereby amended and restated to read in full as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires (a) the terms defined in this Section shall, for all purposes of this Acquisition Agreement, have the meanings herein ascribed thereto, and (b) capitalized undefined terms used herein that are defined in the Indenture shall have the respective meanings ascribed thereto in the Indenture.

"Acceptable Title" means title to land, or an easement therein, delivered free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items that are reasonably determined by the City not to interfere with the intended use of such land or easement and therefore are not required to be cleared from title.

"Acceptance Date" means (a) with respect to a Segment, the date on which such Segment is accepted by the City pursuant to Section 2.2(e) hereof, and (b) with respect to a Component, the date on which the last Segment that is part of such Component is accepted by the City pursuant to Section 2.2(e) hereof.

"Acquisition Agreement" means this Amended and Restated Acquisition and Funding Agreement, dated as of June 1, 2024, by and between the City and the Developer, as originally executed or as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Act" means the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 *et seq.* of the California Government Code.

"Actual Cost" means, with respect to a Segment, as the description thereof is reflected in the then current Plans therefor, an amount equal to the sum of (a) the Developer's actual, reasonable cost of constructing such Segment (including grading for such construction), including labor, material and equipment costs and professional services directly related to materials testing, (b) the Developer's actual, reasonable cost of designing and preparing the Plans for such Segment, including engineering services provided in connection with designing and preparing such Plans, (c) the Developer's actual, reasonable cost of any performance and maintenance bonds and insurance, including title insurance, required hereby for such Segment, (d) the Developer's actual, reasonable cost of any real property or interest therein, other than any such real property or interest therein to be conveyed with a Circulation System Segment, which real property or interest therein is either necessary for the construction of such Segment (*e.g.*, temporary construction easements, haul roads, etc.) or is required to be conveyed with such Segment in order to convey Acceptable Title thereto to the City or its designee, (e) the Developer's actual, reasonable cost of environmental evaluations required in the City's reasonable determination specifically for such Segment, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Segment, including City plan check, processing and inspection fees for such Segment, (g) the Developer's actual, reasonable cost for construction management services for such Segment, which cost shall not exceed 5% of the cost of constructing such Segment, as determined pursuant to clause (a) of this definition, and (h) the

Developer's actual, reasonable cost for professional services directly related to the construction of such Segment, including engineering, inspection, construction staking and similar professional services, all as specified in a Payment Request that has been reviewed and approved by the City Engineer; provided, however, that (i) no item of cost relating to a Segment shall be included in more than one category of cost specified in clauses (a) through (h) of this definition, (ii) except with respect to items of cost for construction management services specified in clause (g) that are provided by the Developer or an Affiliate thereof rather than a third party, each item of cost shall include only amounts actually paid by the Developer to third parties, other than Affiliates of the Developer, and shall not include overhead or other internal expenses of the Developer, and (iii) the aggregate cost of items specified in clauses (e) through (h) shall not exceed 30% of the cost of constructing such Segment, as determined pursuant to clause (a) of this definition.

"Affiliate" of another Person means (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as trustee, guardian, or other fiduciary, 50% or more of any class of equity securities of such other Person, and (b) each Person that controls, is controlled by or is under common control with or by such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Bonds" means bonds, notes or other obligations of the Community Facilities District payable from the Special Tax and issued under the Indenture.

"Circulation System Segments" means Segment Nos. ST-1 through ST-6 inclusive.

"City" means the City of Ontario, a general law city organized and existing under the laws of the State, and its successors.

"City Council" means the City Council of the City.

"City Engineer" means the City Engineer of the City.

"City Event of Default" means any event or circumstance specified in Section 5.3 hereof.

"Community Facilities District" means City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities), a community facilities district organized and existing under the laws of the State, and its successors.

"Complete" means, with respect to a Segment, that the construction of such Segment (including all ancillary, non-essential items included in such Segment) by the Developer is, in the reasonable judgment of the City Engineer, in all respects complete.

"Components" means the related groups of Segments identified as such and described in Exhibit A hereto; each Component is comprised of the Segments listed thereunder in Exhibit A.

"Conditions of Approval" means, with respect to any portion of the Property, the conditions of approval of all land use entitlements approved by the City for such portion of the

Property and the conditions of any Development Agreement, subdivision improvement agreement or other agreement between the Developer and the City relating to such portion of the Property, which conditions the Developer must satisfy or cause to be satisfied in order to develop such portion of the Property.

"Construction Agreement" means the First Amended and Restated Agreement for Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, made as of August 21, 2012, by and between the City and NMC Builders, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Developer" means Lennar Homes of California, LLC, a limited liability company organized and existing under the laws of the State of California, and its successors and assigns.

"Developer Acquisition Account" means the account by that name within the Improvement Fund established and held by the Trustee pursuant to the Indenture, into which the Net Proceeds of the Special Tax collected prior to the issuance of Bonds and Net Proceeds of Bonds available to pay the Purchase Prices of the Segments purchased by the City pursuant hereto are to be deposited.

"Developer Event of Default" means any event or circumstance specified in Section 5.1 hereof.

"Developer Representative" means the person or persons designated as such in a certificate signed by the Developer and delivered to the City, which certificate shall contain an original or specimen signature of each person so designated.

"Development Agreement" means a statutory development agreement between the City and the Developer, entered into pursuant to California Government Code Section 65864 *et seq.*, relating to the development of a portion of the Property.

"DIF Program Costs" has the meaning ascribed thereto in the definition of "Program Costs" or "DIF Program Costs" in the Construction Agreement.

"Effective Date" means [June 4], 2024.

"Facilities" means the facilities that are described on Exhibit A hereto.

"General Prevailing Wage Rates" means those rates as determined by the Director of the Department of Industrial Relations of the State of California.

"Hazardous Material" means any hazardous or toxic substance, material or waste that is regulated by any local governmental authority, the State or the United States Government, including any material or substance that is (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321), (b) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, (d) petroleum, or (e) asbestos.

"Improvement Fund" means the fund or account established under the Indenture, howsoever denominated, into the accounts established within which the Net Proceeds of Bonds are to be deposited.

"Indenture" means the indenture, trust agreement, fiscal agent agreement or similar instrument, howsoever denominated, pursuant to which Bonds of the Community Facilities District are issued, as originally executed and as it may be amended, supplemented or otherwise modified in accordance with its terms.

"Member" means a member of NMC Builders.

"Memorandum of Agreement" means the Amended and Restated Memorandum of Agreement, dated as of November 1, 2022, by and between the City and NMC Builders, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Net Proceeds" means (a) the proceeds, if any, of the Special Tax received prior to the initial issuance of Bonds and remaining after the payment or setting aside of, or provision for, administrative expenses of the Community Facilities District, and (b) the proceeds of Bonds remaining after the payment or setting aside of, or provision for (i) the underwriter's discount for such Bonds, (ii) the costs of issuance of such Bonds, including the costs of formation of the Community Facilities District, (iii) any required reserve fund deposit for such Bonds, (iv) capitalized interest on such Bonds, and (v) pre-funded administrative expenses of the Community Facilities District.

"NMC Acquisition Account" means the account by that name within the Improvement Fund established and held by the Trustee pursuant to the Indenture.

"NMC Builders" means NMC Builders, LLC, a limited liability company organized and existing under the laws of the State of California, and its successors and assigns.

"Original Acquisition Agreement" means the Acquisition and Funding Agreement, dated as of October 1, 2017, by and between the City and Forestar Countryside, L.L.C.

"Payment Request" means the document to be provided by the Developer to substantiate the Purchase Price of one or more Segments, which shall be substantially in the form of Exhibit B attached hereto.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Plans" means the plans and specifications for the Facilities prepared or to be prepared by or on behalf of the Developer pursuant to Section 3.1 hereof.

"Property" means the real property located within the boundaries of the Community Facilities District.

"Purchase Price" means, with respect to a Segment, subject to the provisions of Section 2.3 hereof, the Actual Cost of such Segment.

"Rate and Method" means the rate and method of apportionment of the Special Tax approved by the qualified electors of the Community Facilities District.

"Related Property" means, with respect to a Segment, the property on, in or over which such Segment is located, which property, or an easement thereon or other interest therein, is dedicated or otherwise conveyed to the City as provided in Section 2.2(d) hereof.

"Segments" means the discrete portions of the Components identified as such and described in Exhibit A hereto as Segments; provided, however, that each such Segment described therein shall constitute a Segment for purposes of this Acquisition Agreement only if such Segment was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders.

"Special Tax" means the special tax approved by the qualified electors of the Community Facilities District to be levied therein.

"State" means the State of California.

"Substantially Complete" means, with respect to a Circulation System Segment, that the construction of such Circulation System Segment by the Developer has, in the reasonable judgment of the City Engineer, reached a stage of completion sufficient to allow such Circulation System Segment to be utilized for the purpose for which it is intended and that only the construction of ancillary, non-essential items remains incomplete; provided, however, that a Circulation System Segment shall not be deemed to be Substantially Complete if, in the reasonable judgment of the City Engineer, the cost to complete the construction of such ancillary, non-essential items would exceed 15% of the Purchase Price of such Circulation System Segment.

"Trustee" means the commercial bank or trust company initially designated as trustee under the Indenture, and any successor thereto thereunder substituted in its place as provided therein.

Section 1.2. Rules of Construction. (a) The terms defined herein expressed in the singular shall, unless the context otherwise indicates, include the plural and vice versa.

(b) The use herein of the masculine, feminine or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine or neuter gender, as appropriate.

(c) References herein to a document shall include all amendments, supplements or other modifications to such document, and any replacements, substitutions or novation of, that document.

(d) Any term defined herein by reference to another document shall continue to have the meaning ascribed thereto whether or not such other document remains in effect.

(e) The use herein of the words "including" and "includes," and words of similar import, shall be deemed to be followed by the phrase "without limitation."

(f) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(g) All references herein to designated "Articles," "Sections," "Exhibits," "subsections," "paragraphs," "clauses," and other subdivisions are to the designated Articles, Sections, Exhibits, subsections, paragraphs, clauses, and other subdivisions of this Acquisition Agreement.

(h) The words "hereof" (except when preceded by a specific Section or Article reference) "herein," "hereby," "hereunder," "hereinabove," "hereinafter," and other equivalent words and phrases used herein refer to this Acquisition Agreement and not solely to the particular portion hereof in which any such word is used.

(i) Any reference to a Person, or a Person in a specified capacity, shall be construed to include such Person's successors or such Person's successors in such capacity, as the case may be.

ARTICLE II

ACQUISITION OF FACILITIES

Section 2.1. Acquisition of Facilities; Limited Source of Payments. (a) Subject to the terms and conditions hereof, the Developer hereby agrees to sell to the City, and the City hereby agrees to purchase from the Developer, each Segment for the Purchase Price thereof.

(b) The Purchase Prices of Segments are to be paid from Net Proceeds of the Special Tax, if any, and Net Proceeds of Bonds deposited in the Developer Acquisition Account. Notwithstanding anything to the contrary contained herein, the City shall not be obligated to pay the Purchase Price of any Segment except from the Net Proceeds of the Special Tax and the Net Proceeds of the Bonds so deposited in the Developer Acquisition Account. The City makes no warranty, either express or implied, that the Community Facilities District will be able to issue and sell any Bonds or that the Net Proceeds of the Special Tax and the Net Proceeds of the Bonds so deposited in the Developer Acquisition Account and available for the payment of the Purchase Price of the Segments will be sufficient for such purpose.

(c) The Net Proceeds of the Special Tax and the Net Proceeds of the Bonds shall be applied to the uses in the priorities set forth in the Memorandum of Agreement. If amounts remain in the Developer Acquisition Account after the Purchase Prices of all of the Segments have been paid, such remaining amounts shall be deposited in the NMC Acquisition Account.

Section 2.2. Segment Review; Payment Requests. (a) When the Developer has concluded that the construction of a Segment by the Developer is in all respects complete, the Developer shall deliver to the City Engineer (i) a Payment Request for such Segment, together with all attachments and exhibits to be included therewith, (ii) a copy of the documents conveying, or that previously conveyed, to the City Acceptable Title to the Related Property of such Segment, as described in subsection (d) of this Section, and (iii) a copy of the Notice of Completion of such Segment that will be filed in accordance with Section 3093 of the California Civil Code, if applicable; provided, however, that, if, during the process of designing a Segment, obtaining bids for construction of a Segment or during construction of a Segment, the Developer determines that, because of changed conditions or circumstances, the actual cost of constructing such Segment may materially exceed the Developer's originally estimated cost thereof, the Developer shall, in order to facilitate and expedite the City Engineer's review and verification with respect to such Segment pursuant to subsection (b) of this Section, as soon as practicable, deliver to the City Engineer a written statement describing (i) such changed conditions or circumstances, (ii) the Developer's original estimated cost of constructing such Segment, (iii) the anticipated effect of such changed conditions or circumstances on the Actual Cost of such Segment, and (iv) an explanation as to why including the increased cost resulting from such changed conditions or circumstances would result in the Actual Cost of such Segment being no greater than the actual, reasonable cost thereof, determined in accordance with the provisions of the definition of Actual Cost set forth herein.

(b) Upon receipt of a completed Payment Request (and accompanying documentation) for a Segment, the City Engineer shall conduct a review in order to confirm that such Segment is Complete and was constructed in accordance with the Plans therefor and to verify and approve the Actual Cost of such Segment specified in such Payment Request. As a

reference in determining the reasonable cost of constructing such Segment, the City Engineer may use the most recently updated DIF Program Costs of such Segment, which reflect the City Engineer's determination, as of the date of such update, of the reasonable cost of constructing such Segment, recognizing that, depending on the date of such most recent update, such DIF Program Costs may not reflect the reasonable cost of constructing such Segment at the time it was constructed. The Developer agrees to cooperate with the City Engineer in conducting each such review and to provide the City Engineer with such additional information and documentation as is reasonably necessary for the City Engineer to conclude each such review. The City agrees to cause the City Engineer to conduct such review without unreasonable delay. If the City Engineer determines that the Actual Cost specified in such Payment Request as initially submitted exceeds the Developer's actual, reasonable cost of constructing such Segment, the Developer shall resubmit such Payment Request, with the Actual Cost specified therein modified so as to take into account such determination by the City Engineer. Upon confirmation that such Segment is Complete and has been constructed in accordance with the Plans therefor, and verification and approval of the Actual Cost of such Segment, the City Engineer shall sign the Payment Request, indicating thereon that such Segment is Complete and that the full amount of the Purchase Price of such Segment is eligible for payment, and forward the same to the City.

(c) With respect to a Circulation System Segment, if, as a result of the review described in subsection (b) of this Section, the City Engineer (i) determines that such Circulation System Segment, while not Complete, is Substantially Complete, (ii) confirms that such Circulation System Segment has been constructed in accordance with the Plans therefor, and (iii) verifies and approves the Actual Cost of such Circulation System Segment, the City Engineer shall sign the Payment Request, indicating thereon that such Circulation System Segment is Substantially Complete and that an amount equal to 85% of the Actual Cost of such Circulation System Segment is eligible for payment, and forward the same to the City.

When the Developer completes or causes to be completed all work with respect to such Circulation System Segment and concludes that such Circulation System Segment is Complete, the Developer shall deliver to the City Engineer (i) if as-built drawings or similar plans and specifications for such Circulation System Segment have not previously been submitted to the City Engineer, such drawings or plans and specifications, together with a certification of the Developer that such drawings or plans and specifications are true, correct and complete, and (ii) such information and documentation as is reasonably required by the City Engineer in order for the City Engineer to determine whether such Circulation System Segment is Complete. Upon receipt of such information and documentation, the City Engineer shall conduct a review in order to confirm that such Circulation System Segment is Complete. If, as a result of such review, the City Engineer determines that such Circulation System Segment is Complete, the City Engineer shall sign a copy of the original Payment Request therefor, indicating thereon that such Circulation System Segment is Complete and that the full amount of the Purchase Price of such Segment is eligible for payment, and forward the same to the City.

(d) Acceptable Title to all property on, in or over which each Segment will be located shall be conveyed to the City by way of grant deed, quitclaim, or dedication of such property, or easement thereon, if such easement is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Segment located therein, thereon

or thereover, and to permit the Developer to perform its obligations as set forth in this Acquisition Agreement.

Upon the request of the City, the Developer shall furnish to the City a title report for such property not previously dedicated or otherwise conveyed to the City or its designee, for review and approval at least 20 calendar days prior to the transfer of Acceptable Title to a Segment to the City or its designee. The City shall approve the title report unless it reveals a matter that, in the reasonable judgment of the City, could materially affect the City's or its designee's use and enjoyment of any part of the property or easement covered by the title report. In the event the City does not approve the title report, the City shall not be obligated to accept title to such Segment until such objections to title have been cured to the reasonable satisfaction of the City.

(e) Upon (i) the execution by the City Engineer of a Payment Request for a Segment indicating that such Segment is Complete, and (ii) the City's determination that Acceptable Title to the property on, in or over which each Segment is located has been or is being conveyed to the City, such Segment shall be accepted by the City. The Developer shall transfer to the City, by appropriate instrument in accordance with the Conditions of Approval, title to each Segment accepted by the City pursuant hereto; provided, however, that notwithstanding such transfer, as provided in Section 3.6 hereof, the Developer shall be responsible for the maintenance of such Segment until the Acceptance Date of the Component of which such Segment is a part.

Section 2.3. Payment of Purchase Price. (a) Upon receipt of a reviewed and fully signed Payment Request pursuant to Section 2.2(b) hereof indicating that a Segment is Complete and that the Purchase Price of such Segment is eligible for payment, the City shall, within five business days of the approval and confirmation thereof by the City Engineer, by written request, direct the Trustee to pay from the Developer Acquisition Account such Purchase Price. If the Payment Request for a Segment requests that the Purchase Price requested to be paid pursuant thereto be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached thereto as Attachment B, the City shall direct the Trustee to pay from the Developer Acquisition Account such Purchase Price or portion thereof to such Person or Persons.

(b) Upon receipt of a reviewed and fully signed Payment Request pursuant to Section 2.2(c) hereof indicating that a Circulation System Segment is Substantially Complete and that an amount equal to 85% of the Purchase Price of such Circulation System Segment is eligible for payment, the City shall, within five business days of the approval and confirmation thereof by the City Engineer, by written request, direct the Trustee to pay from the Developer Acquisition Account 85% of the Purchase Price of such Circulation System Segment. If the Payment Request for a Circulation System Segment requests that the 85% of the Purchase Price of such Circulation System Segment requested to be paid pursuant thereto be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached thereto as Attachment B, the City shall direct the Trustee to pay from the Developer Acquisition Account such 85% of such Purchase Price or portion thereof to such Person or Persons.

ARTICLE III

CONSTRUCTION OF FACILITIES

Section 3.1. Preparation and Approval of Plans and Specifications. The Developer shall cause Plans to be prepared for the Facilities to be acquired pursuant hereto in accordance with the Conditions of Approval. The Developer shall obtain the written approval of the Plans from all appropriate departments of the City or from any other public agency or public utility from which such approval must be obtained. The Developer shall provide copies of all such Plans to the City Engineer. The Plans for a Segment shall be updated from time to time to reflect changed conditions or circumstances with respect thereto, the Developer shall obtain the written approval of such updated Plans from all appropriate departments of the City and the Developer shall provide copies of all such updated Plans to the City Engineer.

Section 3.2. Duty of the Developer to Construct. The Developer shall construct or cause to be constructed the Segments in accordance with the Conditions of Approval and the approved Plans. The Developer shall perform all of its obligations hereunder and shall conduct or cause to be conducted all operations with respect to the construction of the Segments in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified Persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Notwithstanding the foregoing, the Developer shall not be required to construct any Facilities or cause such Facilities to be constructed other than at the time required by, and in accordance with, the Conditions of Approval or to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Acquisition Agreement.

Section 3.3. Public Works Requirements. (a) In order to ensure that the Segments that are acquired by the City pursuant to this Acquisition Agreement are constructed as if they had been constructed under the direction and supervision, or under the authority of, the City, so that they may be acquired pursuant to California Government Code Section 53313.5, the Developer shall comply with or cause to be complied with all of the requirements of this Section for each Segment for which the Developer submits a Payment Request.

(b) Notice inviting sealed bids for the construction of each Segment shall be given as required for public works projects in conformance with the California Public Contracts Code.

(c) The contract for the construction of each Segment shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of such Segment.

(d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to pay at least General Prevailing Wage Rates to all workers employed in the execution of the contract, to post a copy of the General Prevailing Wage Rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to public works projects of cities.

The Developer shall require, and the specifications and bid and contract documents shall require, for all contracts involving in excess of $30,000 or 20 working days, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to comply with the provisions of Section 1777.5 of the California Labor Code with respect to all apprenticeable occupations upon the project.

(e) In performing its obligations under this Acquisition Agreement, the Developer shall comply with, or cause to be complied with, the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State and the City. In performing its obligations under this Acquisition Agreement, the Developer shall not discriminate in its employment practices against any employee, or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. The Developer shall require that any contract for the construction of any Segment subject the contractor thereunder to the provisions of this subsection.

(f) The Developer shall require that each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, provide proof of insurance coverage satisfying the requirements of Section 3.7 hereof throughout the term of the construction of such Segment; provided, however, that, rather than requiring such contractors, subcontractors, vendors, equipment operators and owner operators to provide such insurance, the Developer may provide the same for the benefit of such contractors, subcontractors, vendors, equipment operators and owner operators.

(g) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to comply, with such other requirements relating to the construction of the Segments as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable federal, State or City laws.

(h) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to submit certified weekly payroll records to the Developer for inspection by the City, and to furnish certified payroll records to the City promptly upon request.

The Developer shall provide proof to the City, at such intervals and in such form as the City may reasonably require, that the foregoing requirements have been satisfied as to all of the Segments for which a Payment Request is submitted pursuant hereto.

Section 3.4. Bonding Requirements. Prior to the commencement of construction of a Segment, the Developer shall secure, or shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on such Segment to secure, appropriate bonds for the construction and

completion of construction of such Segment, a faithful performance bond and a bond for the security of laborers and materialmen, each in an amount that is equal to 100% of the contract price for such Segment. If any such bonds for a Segment are provided by such a contractor, subcontractor, vendor, equipment operator or owner operator, the City shall be named as an additional insured on such bonds. Each issuer of any such bond shall be duly authorized to issue such bond in the State. Each such bond shall comply with the provisions of California Government Code Sections 66499.1 and 66499.2.

Section 3.5. Inspection; Completion of Construction. The City shall have primary responsibility for providing inspection of the work of construction of the Segments to ensure that the work of construction is accomplished in accordance with the Plans. The City's personnel shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection. Upon the completion of the construction of a Segment to the satisfaction of the City's inspectors, the Developer shall notify the City and the City Engineer in writing that the construction of such Segment has been completed in accordance with the Plans.

No later than ten days after receiving notification pursuant to Section 2.2(b) or Section 2.2(c) hereof that a Segment was constructed in accordance with the Plans therefor, the Developer shall forthwith file with the San Bernardino County Recorder a Notice of Completion, in form acceptable to the City Engineer, pursuant to the provisions of Section 3093 of the California Civil Code, if applicable. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

Section 3.6. Maintenance of Facilities; Warranties. The Developer shall maintain each Segment in good and safe condition until the Acceptance Date of the Component of which such Segment is a part. Prior to the Acceptance Date of the Component of which such Segment is a part, the Developer shall be responsible for maintaining such Segment in proper operating condition, and shall perform such maintenance on such Segment as the City Engineer reasonably determines to be necessary. As of the Acceptance Date of the Component of which a Segment is a part, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third Persons with respect to such Segment. The Developer shall warrant each Segment to be free from construction defects (and shall correct or cause to be corrected any such defects) for a period of one year from the Acceptance Date of the Component of which such Segment is a part, or alternatively, shall provide a bond reasonably acceptable in form and substance to the City and the Developer for such period and such purpose to ensure that such defects that appear within said period will be repaired, replaced or corrected by the Developer, at its own cost and expense, to the reasonable satisfaction of the City. The Developer shall continue to repair, replace or correct any such defects within 30 Days after written notice thereof by the City to the Developer, and shall complete such repairs, replacement or correction as soon as practicable.

Section 3.7. Insurance Requirements. The Developer shall, at all times prior to the final Acceptance Date of all Segments, maintain, deliver to the City and keep in full force and effect, the following insurance policies or, pursuant to Section 3.3(f) hereof, cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to so maintain, deliver and keep the same in full force and effect:

(a) a protective liability policy providing for not less than the following amounts:

Bodily Injury	$1,000,000 each person $2,000,000 each occurrence $1,000,000 each accident for products and completed operations
Property Damage	$1,000,000 each accident
Workers' Compensation	Statutory, with a waiver of subrogation in favor of the City

(b) Automobile Liability Insurance to include all owned, non-owned or non-hired vehicles, including loading and unloading thereof:

Automobile Bodily Injury	$1,000,000 each person $2,000,000 each occurrence
Automobile Property Damage	$1,000,000 each accident

Each liability insurance policy shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The following statement shall be included on the insurance certificate:

> Additional Insured: The insurer agrees that the City, its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants, agents or employees of the City, when acting as such, are additional insureds hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City.

The Developer may effect such coverage under blanket insurance policies; provided, however, that (a) such policies are written on a per occurrence basis, (b) such policies comply in all other respects with the provisions of this Section, and (c) the protection afforded the City under any such policy shall be no less than that which would be available under a separate policy relating only to the Segments. All policies of insurance shall be with companies licensed or approved by the California Commissioner of Insurance and rated A-VII or better in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

If the Developer fails to maintain or cause to be maintained any insurance required hereby, the City may, but shall not be obligated to, procure such insurance and recover the amount of the premiums therefor from the Developer or retain such amount from any monies due to the Developer under this Acquisition Agreement. The failure of the City to procure any such

insurance shall in no way relieve the Developer of any of its obligations under this Acquisition Agreement.

Section 3.8. Ownership of Facilities. Notwithstanding the fact that some or all of the Facilities may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the City, the Facilities shall be and remain the property of the Developer until title thereto is conveyed to and accepted by the City as provided herein and in the Conditions of Approval. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the California Government Code, and the provisions of this Section and the Conditions of Approval shall control.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

Section 4.1. Representations and Warranties of the Developer. The Developer makes the following representations and warranties for the benefit of the City:

(a) *Organization*. The Developer represents and warrants that the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State, is authorized to conduct business and is in good standing under the laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) *Authority*. The Developer represents and warrants that the Developer has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) *Binding Obligation*. The Developer represents and warrants that this Acquisition Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) *Environmental Matters Relating to Segments*. The Developer represents and warrants that none of the Developer, any Affiliate of the Developer, or any subcontractor, agent or employee of the Developer or an Affiliate thereof, has used, generated, manufactured, procured, stored, released, discharged or disposed of (whether accidentally or intentionally) any Hazardous Material on, under or in any Segment or the Related Property of such Segment, or transported (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material.

The Developer represents and warrants that, as of the Acceptance Date of each Segment, there will not be present on, under or in such Segment or the Related Property of such Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, or (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof has received notice of, and, to the best of the Developer's knowledge,

there is not, any proceeding or formal inquiry by any governmental authority, body or agency with respect to the presence of Hazardous Materials on, under or in any Segment or the Related Property of such Segment, or any portion thereof, or any structure, fixtures, equipment or other objects thereon, or the migration thereof from or to other property.

Section 4.2. Covenants of the Developer. The Developer makes the following covenants for the benefit of the City:

(a) *Completion of Segments*. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Segments to be completed in accordance with this Acquisition Agreement and the Conditions of Approval.

(b) *Compliance with Laws*. The Developer covenants that, while any of the Facilities are owned by the Developer or required pursuant to this Acquisition Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to such Facilities in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting such Facilities or the Property on, in or over which such Facilities are located.

(c) *Payment Requests*. The Developer covenants that (i) it will not request payment pursuant to this Acquisition Agreement for the acquisition of any improvements that are not part of a Segment, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to Payment Requests.

(d) *Financial Records*. Until the Acceptance Date of the last Segment accepted by the City pursuant hereto, the Developer covenants to maintain proper books of record and account for the Facilities and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles and will be available for inspection by the City within a reasonable time after the City submits a written request to the Developer requesting that such books be made available for inspection.

(e) *Environmental Matters Relating to Segments*. The Developer covenants that none of the Developer, any Affiliate of the Developer or any subcontractor, agent or employee thereof, will use, generate, manufacture, procure, store, release, discharge or dispose of (whether accidentally or intentionally) at any time on or prior to the Acceptance Date of each Segment any Hazardous Material on, under or in such Segment or the Related Property of such Segment, or transport (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material in effect at the time of such use, generation, manufacturing, procurement, storage, release, discharge, disposal or transportation.

(f) *Permits*. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Facilities, and that it will pay all fees relating thereto that are required to be paid, in accordance with the Conditions of Approval.

Section 4.3. Covenants of the City. The City makes the following covenants for the benefit of the Developer:

(a) *Completion of Segments*. The City covenants that it will use its reasonable and diligent efforts to take all actions that may be lawfully required of it in issuing permits, processing and approving Plans and inspecting the Segments in accordance with this Acquisition Agreement.

(b) *Payment Requests*. The City covenants that it will diligently follow all procedures set forth in this Acquisition Agreement with respect to Payment Requests.

(c) *Developer Acquisition Account*. The City covenants that, upon the issuance of Bonds, the City will transfer or cause to be transferred any Net Proceeds collected prior to the issuance of Bonds to the Trustee for deposit in the Developer Acquisition Account established under the Indenture.

(d) *Accounting*. The City covenants to provide the Developer, within 30 days following the Developer's written request, an accounting of the Developer Acquisition Account, showing the current balance therein and all deposits thereto and disbursements therefrom since the last such accounting. The Developer shall not make more than two such written requests in any calendar year.

Section 4.4. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City and the Community Facilities District, and its respective officers, employees and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees and court costs that any Indemnified Party may suffer or that may be sought against or recovered or obtained from any Indemnified Party as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, installation or financing of the Facilities, (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Acquisition Agreement or in any certifications delivered by the Developer pursuant hereto or in connection with the issuance of any Bonds, (c) the release, threatened release, storage, treatment, transportation or disposal (as such terms are defined in applicable law) of any Hazardous Materials on, under, in, from or to any portion of the Property while such portion of the Property is owned by the Developer or an Affiliate thereof, and (d) any act or omission of the Developer, any Affiliate of the Developer or any of their subcontractors, or their respective officers, employees or agents, in connection with the Facilities, including noncompliance with any covenants made by the Developer in this Acquisition Agreement. If the Developer fails to do so, the Indemnified Party shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to and recover the same from the Developer.

Upon receipt by an Indemnified Party of notice of any claim, loss, expense, suit, action, decree, judgment or award for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section, such Indemnified Party shall promptly notify the Developer in writing of such claim, loss, expense, suit, action, decree, judgment or award. Neither the Developer nor an Indemnified Party shall, without the other's written consent, settle, compromise or consent to the entry of judgment with respect to any claim, suit or action for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section.

No indemnification is required to be paid by the Developer for any claim, loss or expense (a) arising from the willful misconduct or negligence of an Indemnified Party, or (b) arising from the use or operation of a Segment after the Acceptance Date of the Component of which such Segment is a part, unless such claim, loss or expense results from the defective or improper design, construction or installation of such Segment.

The provisions of this Section shall survive the termination of this Acquisition Agreement.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES; FORCE MAJEURE

Section 5.1. Developer Events of Default. The following shall be Developer Events of Default:

(a) the Developer shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(b) the Developer shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the Developer, or shall suffer an attachment or levy of execution to be made against its property unless, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(c) except to the extent that the Developer's obligation to construct or cause to be constructed the Facilities is excused pursuant to Section 5.5 hereof, the Developer shall abandon construction of the Facilities that, as of the time of such abandonment, the Developer is required to construct or cause to be constructed in accordance with the Conditions of Approval (failure for a period of three consecutive months or failure for two periods of two consecutive months to undertake substantial work related to the construction of the Facilities shall constitute a non-exclusive example of such abandonment);

(d) the Developer shall breach any covenant or default in the performance of any obligation under this Acquisition Agreement and such breach or default shall have continued for a period of 60 days after written notice thereof, specifying such breach or default and requiring the same to be remedied, shall have been given to the Developer by the City; provided, however, that, if in the reasonable opinion of the City such breach or default can be corrected, but not within such 60 day period, such breach or default shall not constitute a Developer Event of Default if corrective action is instituted by the Developer within such 60 day period and the Developer thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the City to be appropriate under the circumstances;

(e) any representation or warranty of the Developer set forth herein or in any certifications delivered by the Developer hereunder shall prove to have been false or misleading in any material respect when made or deemed made;

(f) the Developer shall transfer any of its rights or obligations under this Acquisition Agreement, without the prior written consent of the City, as provided in Section 6.3 hereof;

(g) the Developer shall have made any material misrepresentation or material omission in any written materials furnished in connection with any preliminary official

statement, official statement or bond purchase contract that has not been corrected and is used in connection with the sale of any Bonds;

(h) the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement shall at any time bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the Community Facilities District, the levy of the Special Tax in accordance with the Rate and Method or the validity of the Bonds or the proceedings leading up to their issuance; provided, however, that the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement that owns any of the Property may bring an action or suit contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method;

(i) the Developer shall materially fail to complete the Facilities as contemplated by this Acquisition Agreement and the Conditions of Approval and such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Developer by the City; provided, however, that, if in the reasonable opinion of the City such failure can be corrected, but not within such 60 day period, such failure shall not constitute a Developer Event of Default if corrective action is instituted by the Developer within such 60 day period and the Developer thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the City to be appropriate under the circumstances; or

(j) the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement that owns any of the Property on which the Special Tax has been levied shall fail to pay such Special Tax as and when due and such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Developer by the City.

Section 5.2. Remedies for Developer Events of Default. (a) If a Developer Event of Default described in subsection (a), (b) or (h) of Section 5.1 hereof occurs, this Acquisition Agreement shall automatically terminate.

(b) If a Developer Event of Default described in subsection (c), (d), (e), (f), (g), (i) or (j) of Section 5.1 hereof occurs and is continuing, the City may terminate this Acquisition Agreement by delivering a written notice of such termination to the Developer.

(c) If a Developer Event of Default occurs and is continuing, the City may pursue any other remedy at law or equity available with respect thereto.

(d) If this Acquisition Agreement is terminated pursuant to this Section, the City may, but shall not be obligated to, complete the acquisition, construction and installation of any Segment not theretofore acquired from the Developer pursuant hereto, and the City may use all or any portion of the monies in the Developer Acquisition Account to pay for such acquisition,

construction and installation. In the event of such termination, the Developer shall have no claim or right to any further payment of the Purchase Price of any Segment.

Section 5.3. City Events of Default. The following shall be City Events of Default:

(a) the City shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(b) the City shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the City, or shall suffer an attachment or levy of execution to be made against its property, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(c) the City shall breach any covenant or default in the performance of any obligation under this Acquisition Agreement and such breach or default shall have continued for a period of 60 days after written notice thereof, specifying such breach or default and requiring the same to be remedied, shall have been given to the City by the Developer; provided, however, that, if in the reasonable opinion of the Developer such breach or default can be corrected, but not within such 60 day period, such breach or default shall not constitute a City Event of Default if corrective action is instituted by the City within such 60 day period and the City thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the Developer to be appropriate under the circumstances;

(d) any representation or warranty of the City set forth herein shall prove to have been false or misleading in any material respect when made; and

(e) the City shall transfer any of its respective rights or obligations under this Acquisition Agreement, without the prior written consent of the Developer, as provided in Section 6.3 hereof.

Section 5.4. Remedies for City Events of Default. (a) If a City Event of Default occurs and is continuing, the Developer may terminate this Acquisition Agreement by delivering a written notice of such termination to the City.

(b) If a City Event of Default occurs and is continuing, the Developer may pursue any other remedy at law or equity available with respect thereto; provided, however, that the City shall not be liable in damages to the Developer. In light of the foregoing, the Developer shall not sue for or claim any damages for any alleged breach of, or dispute that arises out of, this Acquisition Agreement.

(c) The Developer understands and acknowledges that the City would not have entered into this Acquisition Agreement if it were to be liable in damages under or with respect to this Acquisition Agreement. Any and all obligations of the City hereunder shall be payable only from amounts on deposit in the Developer Acquisition Account. The City shall have no

pecuniary liability under this Acquisition Agreement for any act or omission of the City, except as set forth in this Section.

Section 5.5. Force Majeure. (a) Except as may be specifically provided in this Acquisition Agreement, the performance by the City or the Developer of its respective obligations hereunder shall be excused during, and the period of time for performance of its respective obligations hereunder shall be extended for a period of time equal to, any period of delay caused by reason of (i) acts of God or civil commotion, (ii) riots, strikes, picketing or other labor disputes, (iii) shortages of materials or supplies, (iv) damage to work in progress by reason of fire, floods, earthquakes or other casualty, (v) enactment of laws that prevent or preclude compliance by the City or the Developer with a material provision of this Acquisition Agreement, (vi) administrative proceedings challenging the Community Facilities District, any Bonds, this Acquisition Agreement or a Payment Request brought by Persons other than the City or the Developer, or any Affiliate thereof, (vii) litigation, including the pendency thereof, brought by Persons other than the City or the Developer, or any Affiliate thereof, including litigation challenging the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement or a Payment Request, (viii) pendency of initiatives or referenda affecting the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request, or (ix) any other cause beyond the reasonable control of the City or the Developer, respectively; provided, however that, as to any party (A) the financial inability of such party itself to perform under this Acquisition Agreement, and (B) the negligence or willful misconduct of such party shall not constitute a permitted delay for purposes of this Section and, provided, further, that any action, omission, or failure to approve a Payment Request, or the imposition of additional requirements or restrictions in connection therewith by the City, caused by the Developer's actual failure to comply with applicable laws or regulations or the provisions of this Acquisition Agreement (other than an actual failure to comply that results from the enactment of laws that prevent or preclude compliance by a party with a material provision of this Acquisition Agreement, administrative proceedings challenging the Community Facilities District, any Bonds, this Acquisition Agreement, a Payment Request, litigation brought by Persons other than a party hereto, or an Affiliate of a party hereto, including litigation challenging the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement, a Payment Request, or initiative or referenda affecting the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement, a Payment Request), shall not constitute a permitted delay for the Developer for purposes of this Section.

(b) If the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party shall give the other party hereto written notice of the commencement of such permitted delay within 30 days after first gaining knowledge of such permitted delay.

(c) If the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party's performance shall only be excused during, and the period of time for performance of its obligations hereunder shall only be extended for a period of time equal to, the period of time for which the cause of such permitted delay is in effect and is actually causing a delay in performance by such party of its obligations hereunder.

(d) The City and the Developer shall act diligently and in good faith to avoid foreseeable delays in performance and to remove the cause of any permitted delay under this Section or develop a reasonable alternative means of performance of its respective obligations hereunder.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Developer as Independent Contractor. Each of the City and the Developer hereby acknowledges and agrees that the Developer, in performing its obligations under this Acquisition Agreement, is acting as an independent contractor and not an agent of the City. The City shall not have any responsibility for payment to any contractor, subcontractor or supplier of the Developer.

Section 6.2. Other Agreements. Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Acquisition Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Segments.

Section 6.3. Binding on Successors and Assigns. Neither this Acquisition Agreement nor the duties and obligations of the Developer hereunder may be assigned to any Person without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Neither this Acquisition Agreement nor the duties and obligations of the City hereunder may be assigned to any Person, without the written consent of the Developer, which consent shall not be unreasonably withheld, conditioned or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 6.4. Amendments. This Acquisition Agreement may be amended, supplemented or otherwise modified only by an instrument in writing executed and delivered by the City and the Developer.

Section 6.5. Waivers. No waiver of, or consent with respect to, any provision of this Acquisition Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 6.6. Third-Party Beneficiaries. The Community Facilities District shall be a third-party beneficiary hereof. No other Person shall be deemed to be a third-party beneficiary hereof, and nothing in this Acquisition Agreement, either express or implied, is intended to confer upon any Person, other than the City, the Developer and the Community Facilities District and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Acquisition Agreement.

Section 6.7. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

City:	City of Ontario 303 East "B" Street Ontario, California 91764 Attention: Executive Director of Finance
Developer:	Lennar Homes of California, LLC 4140 Temescal Canyon Road, Suite 410 Corona, California 92883 Attention: Geoffrey Smith, Vice President

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, and (d) if given by any other means, upon delivery at the address specified in this Section.

Section 6.8. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Acquisition Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

Section 6.9. Severability. If any term or provision of this Acquisition Agreement, or the application of the term or provision to any Person or circumstance is, to any extent, held to be invalid or unenforceable in any jurisdiction, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Acquisition Agreement, or the application of the term or provision to Persons or circumstances other than those as to which the term or provision is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each remaining term or provision of this Assignment Agreement shall be valid and will be enforced to the fullest extent permitted by law.

Section 6.10. Governing Law. This Acquisition Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State.

Section 6.11. Jurisdiction and Venue. Each of the City and the Developer (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Acquisition Agreement shall be brought in a state or local court in the County of San Bernardino or in the

Courts of the United States of America in the district in which said county is located, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue of any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 6.12. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Acquisition Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Acquisition Agreement using an electronic signature, it is signing, adopting and accepting this Acquisition Agreement and that signing this Acquisition Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Acquisition Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Acquisition Agreement in a usable format.

Section 6.13. Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 6.14. Effective Date. This Acquisition Agreement has been dated for convenience purposes only. Notwithstanding the stated date of this Acquisition Agreement, this Acquisition Agreement shall be effective on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Acquisition Agreement as of the day and year first hereinabove written.

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: _____
Geoffrey Smith, Vice President

EXHIBIT A

FACILITIES

The Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Acquisition Agreement only if such Segment was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders:

Storm Drain System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
SD-1	SD-48	Chino Avenue Storm Drain; From Cucamonga Creek Channel to north of Chino Avenue - CHIN-XI-1 in Master Plan of Drainage	Storm Drain in Chino Avenue from Cucamonga Creek to north of Chino Avenue

Fiber Optic System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
FO-1	FO-004	Distribution Network - Major Streets Conduit System	Installation of approximately 1,350 linear feet of Fiber optic conduit in Chino Avenue from bridge at the Cucamonga Creek Channel and continuing East to the transition East of Kinglet Avenue in Tract 17449

Water and Recycled Water System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
WT-1	WT-011	Francis 925' Zone Distribution Mains	Approximately 1,303 Linear Feet of 12-inch Master Planned Water Main in Chino Avenue from the Eastern Boundary of Tract 18855 to the connection at Archibald Avenue Acquisition Cost allocable to Design paid by NMC Builders is $23,735
WT-2	WT-011	Francis 925' Zone Distribution Mains	Approximately 2,303 Linear Feet of 12-inch Master Planned Water Main in Archibald Avenue from Chino Avenue to Schaefer Avenue Acquisition Cost allocable to Design paid by NMC Builders is $41,951
WT-3	WT-016	NMC Recycled Water System	Approximately 1,254 Linear Feet of 36 inch and approximately 33 Linear Feet of 8-inch Master Planned Recycled Water line in Chino Avenue (930 Zone) from 55 Feet East of IEUA Recycled Water line to East Eastern Boundary of Tract 17449
WT-4	WT-016	NMC Recycled Water System	Approximately 330 Linear Feet of 8-inch Master Planned Recycled Water line in Chino Avenue (1050 Zone) from Eastern Boundary of Tract 18855 to Eastern Boundary of Tract 17449
WT-5	WT-016	NMC Recycled Water System	Approximately 1,979 Linear Feet of 8-inch Master Planned Recycled Water line in Chino Avenue (1050 Zone) from West of the bridge at the Cucamonga Creek to the connection at Archibald Avenue

Streets and Traffic Circulation System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
ST-1	ST-005	Chino Avenue from Euclid Avenue to Milliken Avenue	Approximately 800 Linear feet of Chino Avenue Improvements on South Side of Chino Avenue from bridge at the Cucamonga Creek Channel and continuing East to the transition East of Kinglet Avenue in Tract 17449
ST-2	ST-120	Chino Avenue Bridge over the Cucamonga Creek Channel	Construction of the remainder of the widening of the Southern half of the Chino Avenue Bridge over the Cucamonga Creek Channel
ST-3	Last Lane	Last Lane Improvements on Chino Avenue - South Side	Construction of the curb adjacent lane, including curb, gutter, sidewalk and street lighting on South side of Chino Avenue from bridge at the Cucamonga Creek Channel and continuing East to the transition of Kinglet Avenue in Tract 17449
ST-4	Parkway	Parkway Improvements on Chino Avenue - South side	Construction of the landscaped Parkway on the south side of Chino Avenue from bridge at the Cucamonga Creek Channel and continuing East to the transition of Kinglet Avenue in Tract 17449
ST-5	Last Lane	Last Lane Improvements on Archibald Avenue - West side at Dolomite Avenue	Construction of approximately 428 Linear feet of curb adjacent lane, including curb, gutter, sidewalk and street lighting on West side of Archibald Avenue at Dolomite Avenue intersection
ST-6	Parkway	Parkway Improvements on Archibald Avenue - West side at Dolomite Avenue	Construction of approximately 428 Linear feet of landscaped Parkway on the West side of Archibald Avenue at Dolomite Avenue intersection

EXHIBIT B

FORM OF PAYMENT REQUEST

City of Ontario
Community Facilities District No. 35
(Countryside Phase 2 South - Facilities)

The City of Ontario (the "City") and Lennar Homes of California, LLC, a California limited liability company (the "Developer"), are parties to the Amended and Restated Acquisition and Funding Agreement, dated as of June 1, 2024 (the "Acquisition Agreement"). Capitalized undefined terms use herein shall have the meanings ascribed thereto in the Acquisition Agreement. Pursuant to the Acquisition Agreement, the Developer hereby requests confirmation that the Segment described in Attachment A attached hereto (the "Segment") is [Complete] [Substantially Complete] and hereby further requests approval of the Purchase Price of the Segment. In connection with this Payment Request, the Developer hereby represents and warrants to the City as follows:

(a) The person executing this Payment Request on behalf of the Developer is a Developer Representative, qualified to execute this Payment Request on behalf of the Developer and knowledgeable as to the matters set forth herein.

(b) The Developer has submitted or submits herewith to the City Engineer as-built drawings or similar plans and specifications for the Segments for which payment is requested, and such drawings or plans and specifications, as applicable, are true, correct and complete; provided, however, that if such Segment is a Circulation System Segment, and certification is being requested that such Segment is Substantially Complete but not Complete, such drawings or plans and specifications need not be submitted to the City Engineer until certification is being requested that such Segment is Complete.

(c) Each of the Segments described in Attachment A has been constructed in accordance with the Plans therefor, and in accordance with all applicable City standards and the requirements of the Acquisition Agreement, and the as-built drawings or similar Plans and specifications referenced in paragraph (b) above.

(d) The true and correct Actual Cost of each Segment is set forth in Attachment A.

(e) The Developer has submitted or submits herewith to the City Engineer invoices, receipts, worksheets and other evidence of costs that are in sufficient detail to allow the City Engineer to verify the Actual Cost of each Segment for which payment is requested.

(f) There are no liens, rights to lien or attachment upon, or claims affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or

mechanics' liens accruing by operation of law. Copies of lien releases for all work for which payment is requested hereunder are attached hereto.

(g) No Developer Event of Default has occurred and is continuing.

(h) The representations and warranties of the Developer set forth in Section 4.1 of the Acquisition Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of the date hereof (except that no certification is made with respect to the representations and warranties contained in subsection (d) of said Section 4.1).

(i) As of the date hereof, there is not present on, under or in the Segment or the Related Property of the Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, or (iv) any types or amounts that do not present a human health risk or hazard to the public.

(j) Each of the Segments described in Attachment A was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders.

The Developer hereby declares under penalty of perjury that the above representations and warranties are true and correct.

The Developer hereby requests that the Purchase Price be paid to the Person or Persons, in the amounts, set forth in Attachment B hereto.

Date: _____

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

CONFIRMATION AND APPROVAL BY THE CITY ENGINEER

[The City Engineer has (a) confirmed that the Segment described in Attachment A is Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Complete and the Purchase Price therefor described in Attachment A is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

[The City Engineer has (a) confirmed that the Segment described in Attachment A, which is a Circulation System Segment, is Substantially Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Substantially Complete and $_____, an amount equal to 85% of the Purchase Price therefor described in Attachment A, is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

[The City Engineer previously confirmed that the Segment described in Attachment A was Substantially Complete, and previously indicated that $_____, an amount equal to 85% of the Purchase Price therefor described in Attachment A, was eligible for payment to the Developer pursuant to the Acquisition Agreement. The City Engineer has (a) now confirmed that such Segment is Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Complete and $_____, an amount equal to the remaining 15% of the Purchase Price therefor described in Attachment A is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

Date: _____

CITY ENGINEER OF THE CITY OF ONTARIO

By: _____

ATTACHMENT A

Segment	Purchase Price

ATTACHMENT B

PURCHASE PRICE PAYMENT INSTRUCTIONS

The Developer hereby requests that the Purchase Price be paid to the Person or Persons, in the amounts, set forth below:

Payee No. 1: Pay $_____/__% of the Purchase Price to _____ by wire transfer in accordance with the following instructions:

[Insert wire transfer instructions]

Date: _____

LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

_____
Note: If Exhibit A to the Acquisition Agreement indicates that the Segment being acquired includes design costs that have been paid by NMC Builders, the Payment Instructions must include an instruction to pay NMC Builders the portion of the Purchase Price allocable to such design costs.

EXHIBIT C

DEVELOPER'S ESTIMATED ACTUAL COSTS OF SEGMENTS

(NOT A PART OF ACQUISITION AGREEMENT PROVISIONS)

The following table sets forth the estimated construction costs of the Facilities expected to be financed by the Community Facilities District and acquired by the City from the Developer pursuant to the Acquisition Agreement. The estimated construction costs have been provided by the Developer. Such estimated construction costs are intended to be used solely to facilitate the acquisition process pursuant to the Acquisition Agreement and to assist in confirming the Actual Cost of the respective Segments in accordance with the Acquisition Agreement. The City has not evaluated the reasonableness of the Developer's estimated construction costs, takes no responsibility for such estimated construction costs and, in confirming the Actual Cost of a Segment pursuant to the Acquisition Agreement, will not be bound by such estimated construction costs.

Storm Drain System Facilities		
No.	**Segment**	**Developer's Estimated Actual Cost**
SD-1	Storm Drain in Chino Avenue from Cucamonga Creek to north of Chino Avenue	$1,492,423

Fiber Optic System Facilities		
No.	**Segment**	**Developer's Estimated Actual Cost**
FO-1	Installation of approximately 1,350 linear feet of Fiber optic conduit in Chino Avenue from bridge at the Cucamonga Creek Channel and continuing East to the transition East of Kinglet Avenue in Tract 17449	$48,632

Water and Recycled Water System Facilities		
No.	**Segment**	**Developer's Estimated Actual Cost**
WT-1	Approximately 1,303 Linear Feet of 12-inch Master Planned Water Main in Chino Avenue from the Eastern Boundary of Tract 18855 to the connection at Archibald Avenue Acquisition Cost allocable to Design paid by NMC Builders is $23,735	$717,184
WT-2	Approximately 2,303 Linear Feet of 12-inch Master Planned Water Main in Archibald Avenue from Chino Avenue to Schaefer Avenue Acquisition Cost allocable to Design paid by NMC Builders is $41,951	$619,844
WT-3	Approximately 1,254 Linear Feet of 36 inch and approximately 33 Linear Feet of 8-inch Master Planned Recycled Water line in Chino Avenue (930 Zone) from 55 Feet East of IEUA Recycled Water line to East Eastern Boundary of Tract 17449	$730,790
WT-4	Approximately 330 Linear Feet of 8-inch Master Planned Recycled Water line in Chino Avenue (1050 Zone) from Eastern Boundary of Tract 18855 to Eastern Boundary of Tract 17449	$38,255
WT-5	Approximately 1,979 Linear Feet of 8-inch Master Planned Recycled Water line in Chino Avenue (1050 Zone) from West of the bridge at the Cucamonga Creek to the connection at Archibald Avenue	$251,706

Streets and Traffic Circulation System Facilities		
No.	**Segment**	**Developer's Estimated Actual Cost**
ST-1	Approximately 800 Linear feet of Chino Avenue Improvements on South Side of Chino Avenue from bridge at the Cucamonga Creek Channel and continuing East to the transition East of Kinglet Avenue in Tract 17449	$257,450
ST-2	Construction of the remainder of the widening of the Southern half of the Chino Avenue Bridge over the Cucamonga Creek Channel	$1,377,878
ST-3	Construction of the curb adjacent lane, including curb, gutter, sidewalk and street lighting on South side of Chino Avenue from bridge at the Cucamonga Creek Channel and continuing East to the transition of Kinglet Avenue in Tract 17449	$714,285
ST-4	Construction of the landscaped Parkway on the south side of Chino Avenue from bridge at the Cucamonga Creek Channel and continuing East to the transition of Kinglet Avenue in Tract 17449	$202,166
ST-5	Construction of approximately 428 Linear feet of curb adjacent lane, including curb, gutter, sidewalk and street lighting on West side of Archibald Avenue at Dolomite Avenue intersection	$133,249
ST-6	Construction of approximately 428 Linear feet of landscaped Parkway on the West side of Archibald Avenue at Dolomite Avenue intersection	$19,650

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2024

NEW ISSUE – BOOK ENTRY-ONLY **NO RATING**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2024 Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the Series 2024 Bonds is included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2024 Bonds. See "TAX MATTERS" herein.

$11,040,000*
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

Dated: Date of Delivery **Due: September 1, as shown on the inside cover page**

The City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "Series 2024 Bonds") are being issued and delivered by the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "District") to (i) provide financing for certain authorized facilities and costs with respect thereto related to the development within the District, (ii) fund a reserve fund with respect to the Series 2024 Bonds, and (iii) pay the costs of issuance with respect to the Series 2024 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein. The District has been formed by and is located in the City of Ontario, California (the "City").

The Series 2024 Bonds are authorized to be issued pursuant to the Mello Roos Community Facilities Act of 1982, as amended (Section 53311 et seq. of the Government Code of the State of California), and pursuant to an Indenture, dated as of _____ 1, 2024, by and between the District and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2024 Bonds are special, limited obligations of the District and are payable solely from Net Special Tax Revenues (as defined herein), and the other assets pledged therefor under the Indenture, all as further described herein. A Special Tax (as defined herein) is to be levied according to the rate and method of apportionment, as amended, approved by the City Council of the City and the qualified electors within the District. The City Council is the legislative body of the District.

The Series 2024 Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases of Series 2024 Bonds may be made in principal amounts of $5,000 and integral multiples thereof. Purchasers of Series 2024 Bonds will not receive certificates representing their beneficial ownership of the Series 2024 Bonds but will receive credit balances on the books of their respective nominees. Interest on the Series 2024 Bonds will be payable on each March 1 and September 1, commencing March 1, 2025. Principal of and interest on the Series 2024 Bonds will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who are expected to remit such payments to the beneficial owners of the Series 2024 Bonds. See "THE SERIES 2024 BONDS — General Provisions" and APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM" herein.

The Series 2024 Bonds are subject to optional and mandatory redemption as described under the caption "THE SERIES 2024 BONDS — Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT (EXCEPT TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), THE CITY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE SERIES 2024 BONDS. EXCEPT FOR NET SPECIAL TAX REVENUES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE SERIES 2024 BONDS. THE SERIES 2024 BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET SPECIAL TAX REVENUES AND THE OTHER ASSETS PLEDGED THEREFOR UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

The purchase of the Series 2024 Bonds involves certain risks. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Series 2024 Bonds.

This cover page contains certain information for general reference only. It is not a summary of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2024 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, as Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by Best Best & Krieger LLP, Ontario, California, as Issuer's Counsel, and by Best Best & Krieger LLP, Riverside, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. It is anticipated that the Series 2024 Bonds will be available for delivery to DTC or its agent in book-entry form on or about _____, 2024.

RAMIREZ & CO., INC. LOGO

Dated: _____, 2024

* Preliminary, subject to change.

$11,040,000[*]
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

MATURITY SCHEDULE
BASE CUSIP[†]: _____

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP®[(1)]

$_____ _____% Term Bonds due _____ 1, 20__ Yield: _____% Price: _____ CUSIP† No. ___
$_____ _____% Term Bonds due _____ 1, 20__ Yield: _____% Price: _____ CUSIP† No. ___
$_____ _____% Term Bonds due _____ 1, 20__ Yield: _____% Price: _____ CUSIP† No. ___
$_____ _____% Term Bonds due _____ 1, 20__ Yield: _____% Price: _____ CUSIP† No. ___

[*] Preliminary, subject to change.

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Underwriter, the City or the District or their agents or counsel assume responsibility for the accuracy of such numbers.

CITY OF ONTARIO

CITY COUNCIL

Paul S. Leon, Mayor
Debra Porada, Mayor Pro Tem
Jim W. Bowman, Council Member
Ruben Valencia, Council Member
Alan D. Wapner, Council Member

STAFF

Scott Ochoa, City Manager
Darlene Sanchez, Assistant City Manager
Armen Harkalyan, Executive Director of Finance
James R. Milhiser, City Treasurer
Sheila Mautz, City Clerk
Best Best & Krieger LLP, City Attorney

BOND COUNSEL

Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

MUNICIPAL ADVISOR

Urban Futures, Inc.
Walnut Creek, California

DISCLOSURE COUNSEL

Best Best & Krieger LLP
Riverside, California

TRUSTEE

Zions Bancorporation, National Association
Los Angeles, California

SPECIAL TAX CONSULTANT

Goodwin Consulting Group, Inc.
Sacramento, California

APPRAISER

Kitty Siino & Associates, Inc.
Tustin, California

PRICE POINT CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Trustee or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Series 2024 Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Trustee or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2024 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or owners of the Series 2024 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or any other parties described herein since the date hereof. All summaries of the Indenture or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the District for further information in connection therewith.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a "plan," "expect," "estimate," "project," "budget" or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "PROPERTY OWNERSHIP AND THE DEVELOPMENT."

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Except as set forth in the District's Continuing Disclosure Agreement, a form of which is attached hereto as APPENDIX G, neither the District nor the City plans to issue any updates or revisions to the forward-looking statements set forth in this Official Statement. Lennar Homes of California, LLC, a California limited liability company, has agreed to provide certain continuing disclosure information concerning Lennar Homes of California, LLC and its property within the District in the form attached hereto as APPENDIX H.

A wide variety of other information, including financial information concerning the City, is available from publications and websites of the City and others. No such information is a part of or incorporated into this Official Statement.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2024 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH SERIES 2024 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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[INSERT AREA MAP]

[INSERT AERIAL PHOTO]

$11,040,000*
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2024 Bonds to potential investors is made only by means of the entire Official Statement.

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices, is to provide certain information concerning the issuance of the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 in the aggregate principal amount set forth on the front cover page (the "Series 2024 Bonds"). The proceeds of the Series 2024 Bonds will be used to finance certain public facilities and costs with respect thereto related to the development within the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (Countryside Phase 2 South - Facilities) (the "District"), to fund a reserve fund for the Series 2024 Bonds (the "Reserve Fund"), and to pay costs of issuance of the Series 2024 Bonds.

The Series 2024 Bonds are being issued pursuant to the Mello Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the Government Code of the State of California) (the "Act"), and pursuant to the Indenture, dated as of _____ 1, 2024 (the "Indenture"), by and between the District and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2024 Bonds are secured under the Indenture by a pledge of, constituting a lien on and security interest in, the Net Special Tax Revenues (as defined herein) and any other amounts held in the Special Tax Fund, the Bond Fund and the Reserve Fund established pursuant to the Indenture.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Series 2024 Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Definitions" herein.

The District

The District is located in the southwestern portion of the County of San Bernardino (the "County"), in the southwestern portion of the City of Ontario (the "City") within an area known as "Ontario Ranch." The District consists of two neighborhoods known as "Shady Tree" and "Whispering Wind," within a master planned community known as "Country Lane." The District is located on the south side of Chino Avenue, west of Archibald Avenue, and just north of Schaefer Avenue. The Shady Tree site consists of approximately 18.723 gross acres, with all lots located within Final Tract Map No. 17449. Whispering Wind site consists of approximately 16.827 gross acres, with all lots located within Final Tract Map 17450.

The property within the District is currently under the ownership of Lennar Homes of California, LLC, a California limited liability company (the "Developer" or "Lennar Homes"), and individual homeowners. Lennar Homes purchased the property within the District for the Shady Tree and Whispering Wind sites from Forestar

* Preliminary, subject to change.

Countryside, LLC, a Delaware limited liability company, for $25,154,265 on December 31, 2020. The Developer is developing the District into two neighborhoods consisting of 235 single family detached residential units. The Shady Tree neighborhood is planned for 97 single family homes and the Whispering Wind neighborhood is planned for 138 single family homes. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — The Developer."

Country Lane is part of a multiple phase, multiple master-planned community development known as "Ontario Ranch." Ontario Ranch is a multiple phase, multiple master-planned community development. Ontario Ranch is planned to contain over 3,500 acres. At full buildout, Ontario Ranch is expected to include approximately 24,000 dwelling units, approximately 7.6 million square feet of industrial space, approximately 2.0 million square feet of commercial and retail space and approximately 1.6 million square feet of business park space. While much of Ontario Ranch is raw vacant land, many planned communities within the east side of Ontario Ranch have been completed or are currently under construction.

As mentioned above, the Developer is building and selling homes in the District within two neighborhoods named "Shady Tree" and "Whispering Wind." At full buildout the District is anticipated to include 235 single-family detached dwelling units. As of April 1, 2024, the date of value of the Appraisal (defined herein), the District included 137 completed residential units which had closed escrow to individual homeowners, and the Developer owned 6 completed model units (none of which were in escrow), 12 residential units that were over 95% complete (all of which were in escrow), 44 residential units that were in various stages of construction but less than 95% complete (26 of which were in escrow) and 36 finished lots without any home construction thereon (none of which were in escrow). As of April 1, 2024, building permits had been issued for all 235 units within the District. As of May 6, 2024, a total of 148 residential units had been conveyed to individual homeowners, and the Developer owned 10 completed production units (all of which are in escrow), 6 model units (none of which were in escrow), 35 residential units that were in various stages of construction (24 of which were in escrow) and 36 finished lots without any home construction thereon (none of which were in escrow). Homes under contract may not result in closed escrows as sales contracts are subject to cancellation. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — Lennar Homes' Development Plan" and "SPECIAL RISK FACTORS — Increasing Mortgage Interest Rates."

The District was formed to finance certain services, facilities and costs with respect thereto related to the development within the District. The Act was enacted by the California legislature to provide an alternative method of financing certain capital facilities and services, especially in developing areas of the State of California (the "State"). Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible facilities and services. The legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

Pursuant to the Act, on September 5, 2017 the City Council of the City (the "City Council") adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of a special tax on taxable property within the boundaries of the District based on a rate and method of apportionment, and to have the District incur bonded indebtedness.

Following public hearings conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of a special tax and the incurring of bonded indebtedness to the qualified voters of the District. On October 17, 2017, at an election held pursuant to the Act, the qualified voter within the District at the time of the election, authorized the District to incur bonded indebtedness in the aggregate principal amount of not to exceed $27,000,000 and approved a rate and method of apportionment of the special tax for the District to pay, among other things, the principal of and interest on the bonds of the District (the "Original Rate and Method").

A Notice of Special Tax Lien was recorded in the office of the Assessor-Recorder-County Clerk's office of the County of San Bernardino (the "County Assessor") on October 19, 2017 as Doc# 2017-0432322 (the "Notice of Special Tax Lien"). On November 7, 2017, the City Council adopted Ordinance No. 3082 authorizing the levy of the special tax in accordance with the Original Rate and Method.

On June 7, 2022, the City Council initiated change proceedings to amend the Original Rate and Method and increase the maximum bonded indebtedness to $45,000,000 by adopting the necessary resolutions stating its intention to implement such changes. On July 19, 2022, at an election held pursuant to the Act, Lennar Homes, the qualified voter within the District at the time of the election, authorized the District to modify the Rate and Method (the "Rate and Method") and authorized an increase to the maximum indebtedness to $45,000,000. On July 20, 2022, recorded Amendment No. 1 to the Notice of Special Tax in the officer of the County Assessor as Doc# 2022-0252284. On August 2, 2022, the City Council adopted Ordinance No. 3221 amending and restating Ordinance No. 3082 authorizing the levy of special taxes in accordance with the Rate and Method.

The Rate and Method provides for a special tax (the "Special Tax") to be levied for the Special Tax Requirement. Under the Rate and Method, "Special Tax Requirement" is defined to mean for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for the District to: (i) pay debt service on all Outstanding Bonds (as defined herein) which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay Administrative Expenses (as defined in the Rate and Method); (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities (as defined in the Rate and Method), or the cost of Services (as defined in the Rate and Method), to the extent that the inclusion of such amounts does not increase the Special Tax levy on Final Mapped Property (as defined in the Rate and Method) or Undeveloped Property (as defined in the Rate and Method); (vi) provide an amount equal to Special Tax delinquencies based on the historical delinquency rate for the Special Tax as determined by the CFD Administrator (as defined in the Rate and Method). The Special Tax will be levied against certain property within the District pursuant to the Act, the Ordinance approving the levy of the Special Tax and the Indenture and in accordance with the Rate and Method. Under the Indenture, the portion of the Special Tax levied under the Rate and Method to pay for Services is not pledged to the payment of the Series 2024 Bonds or any Additional Bonds.

Upon the issuance of the Series 2024 Bonds, a principal amount of $33,960,000* will remain authorized but unissued. Pursuant to the Indenture, the District shall not issue additional indebtedness secured by the Net Special Tax Revenues (as such term is defined herein) on a parity with the Series 2024 Bonds except to refund the Series 2024 Bonds in whole or in part, and only in circumstances where the issuance of such Additional Bonds does not result in an increase in the amount of Annual Debt Service on the outstanding Series 2024 Bonds and the Additional Bonds (together, the "Bonds") in each Bond Year so long as any Bonds are outstanding. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Tax may be levied on the property within the District. See "SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS — Additional Bonds" and "SPECIAL RISK FACTORS — Parity Taxes and Special Assessments."

Security and Sources of Payment for the Series 2024 Bonds

Under the Indenture, the District has pledged to repay the Bonds from Net Special Tax Revenues and any other amounts held in the Special Tax Fund, the Bond Fund and the Reserve Fund. The Indenture defines "Net Special Tax Revenues" to mean Special Tax Revenues less amounts required to pay Administrative Expenses. The term "Special Tax Revenues" is defined in the Indenture to mean the proceeds of the Special Tax received by or on behalf of the District, other than proceeds of the Special Tax levied to pay the costs of Services received by or on behalf of the District, including any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax, which will be limited to the amount of said lien and interest and penalties thereon. "Services" has the meaning set forth in the Rate and Method. See APPENDIX A — "AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." "Administrative Expenses" is defined in the Indenture to mean any

reasonably necessary or appropriate expenses incurred in the administration of the District and the Bonds, including, but not limited to (a) the administrative and legal costs of levying and collecting the Special Tax (including costs incurred in connection with any appeals relating thereto and litigation expenses incurred in connection with the collection of such Special Tax), (b) the fees, costs and indemnification due the Trustee, (c) the costs incurred with on-going disclosure in connection with the Bonds, (d) the costs incurred in connection with the disclosure of the Special Tax to property owners and potential purchasers of property, (e) the amounts required to calculate and pay arbitrage rebate payments to the federal government, and (f) an allocable share of the salaries of the City staff providing services on behalf of the District directly related to the foregoing and an allocable share of City general administrative overhead related thereto.

"Special Tax" is defined in the Indenture to mean the special tax described and defined in the Rate and Method as "Special Tax" approved by the qualified electors to be levied within the District pursuant to the Act and the Rate and Method.

Net Special Tax Revenues are the primary security for the repayment of the Bonds. In the event that Net Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are the amounts held by the Trustee for such purpose in the Special Tax Fund, the Bond Fund and the Reserve Fund. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS" herein.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT (EXCEPT TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), THE CITY OR THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE NET SPECIAL TAX REVENUES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET SPECIAL TAX REVENUES AND THE OTHER ASSETS PLEDGED THEREFOR UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

Description of the Series 2024 Bonds

The Series 2024 Bonds will be issued and delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Series 2024 Bonds (the "Beneficial Owners") in the denominations of $5,000 and any integral multiple thereof under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Series 2024 Bonds. In the event that the book-entry only system described herein is no longer used with respect to the Series 2024 Bonds, the Series 2024 Bonds will be registered and transferred in accordance with the Indenture. See APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM" herein.

Principal of, premium, if any, and interest on the Series 2024 Bonds is payable by the Trustee to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants. In the event that the book-entry only system is no longer used with respect to the Series 2024 Bonds, the Beneficial Owners will become the registered owners of the Series 2024 Bonds and will be paid principal and interest by the Trustee, all as described herein. See APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM" herein.

The Series 2024 Bonds are subject to optional redemption, mandatory redemption from Special Tax prepayments and mandatory sinking fund redemption as described herein. For a more complete description of the Series 2024 Bonds and the basic documentation pursuant to which they are being sold and delivered, see "THE SERIES 2024 BONDS" and APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" herein.

Appraisal Report

The District has obtained an appraisal of the Taxable Property (as defined herein) included in the District with a date of value as of April 1, 2024 (the "Appraisal" or "Appraisal Report"). The Appraisal was prepared for the District by Kitty Siino & Associates, Inc., Tustin, California (the "Appraiser"). Subject to the limitations set forth in the Appraisal, the Appraiser is of the opinion that, as of April 1, 2024, the minimum market value of the property within the District was not less than $117,479,057 (the "Appraised Value"). See "THE COMMUNITY FACILITIES DISTRICT— Property Values" and "THE COMMUNITY FACILITIES DISTRICT — Value-to-Lien Ratios." A copy of the Appraisal is included as APPENDIX B to this Official Statement. It is a condition precedent to the issuance of the Series 2024 Bonds that the Appraiser deliver a certificate stating that nothing has come to the attention of the Appraiser subsequent to the date of value of the Appraisal that would lead the Appraiser to believe that the value of the Taxable Property in the District is less than the minimum market value of such property reported in the Appraisal. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — Lennar Homes' Development Plan."

Price Point Study

In connection with the approval of the amendment to the Rate and Method, the City hired Empire Economics, Inc., Capistrano Beach, California (the "Price Point Consultant"), to prepare a price point study of the prices of the homes planned within the District, dated January 18, 2022 (the "Original Price Point Study"). The Special Tax rates set forth in the Rate and Method were based in part on the prices set forth in the Original Price Point Study. In connection with and in preparation for the issuance of the Series 2024 Bonds, the City hired the Price Point Consultant to conduct an update to the Original Price Point Study within the District, dated March 28, 2024 (the "Updated Price Point Study"). Pursuant to Section C of the Rate and Method, upon the issuance of Bonds, the City is required to amend the Assigned Special Tax (as defined in the Rate and Method) to the extent necessary to cause the total effective tax burden for residential property in the District to not exceed 1.95% of the minimum sales prices set forth in the Updated Price Point Study. Based on the Updated Price Point Study provided by the Price Point Consultant, the City will not reduce the Assigned Special Tax rates set forth in Section C of the Rate and Method, as the total effective tax burden applicable to each land use class of residential property to be constructed within the District will not exceed 1.95% of the minimum sales prices set forth in the Updated Price Point Study. A copy of the Updated Price Point Study is included as APPENDIX C to this Official Statement. See "SECURITY AND SOURCES FOR THE SERIES 2024 BONDS — Amended and Restated Rate and Method of Apportionment."

Professionals Involved in the Offering

Zions Bancorporation, National Association, Los Angeles, California, will act as Trustee under the Indenture. Samuel A. Ramirez & Co., Inc. is the Underwriter of the Series 2024 Bonds. The validity of the Series 2024 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District. Urban Futures, Inc., Walnut Creek, California, is acting as Municipal Advisor for the District in connection with the Series 2024 Bonds. Kitty Siino & Associates, Inc., Tustin, California, is acting as the Appraiser to the District. Goodwin Consulting Group, Inc. is acting as the Special Tax Consultant to the District. Empire Economics, Inc. is acting as the Price Point Consultant to the District. Certain legal matters will be passed on for the City and the District by Best Best & Krieger LLP, Ontario, California, in its capacity as Issuer's Counsel, and Best Best & Krieger LLP, Riverside, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California.

For information concerning respects in which certain of the above mentioned professionals, advisors, counsel and agents may have a financial or other interest in the offering of the Series 2024 Bonds, see "FINANCIAL INTERESTS" herein.

Continuing Disclosure

The District will agree to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system available on the Internet at http://emma.msrb.org ("EMMA") certain annual financial information and operating data. The District will further agree to provide notice of certain listed events. These covenants will be made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2 12(b)(5) (the "Rule"). See "CONTINUING DISCLOSURE — District Continuing Disclosure Agreement" herein. See the form of District Continuing Disclosure Agreement attached as APPENDIX G hereto (the "District Continuing Disclosure Agreement") for a description of the specific nature of the annual reports to be filed by the District and notices of listed events to be provided by the District.

In addition, the Developer will agree to provide or cause to be provided to EMMA certain information on a semi-annual basis with respect to the Developer and its property ownership and development within the District and notice of certain listed events until satisfaction of certain conditions set forth in the Developer Continuing Disclosure Agreement (the "Developer Continuing Disclosure Agreement"). See "CONTINUING DISCLOSURE — Developer Continuing Disclosure Certificate" herein. See the form of the Developer Continuing Disclosure Certificate attached as APPENDIX H hereto for a description of the specific nature of the semi-annual reports to be filed by the Developer, and notices of listed events to be provided by the Developer.

Series 2024 Bond Owners' Risks

Certain events could affect the ability of the District to pay the principal of and interest on the Series 2024 Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in the Series 2024 Bonds.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Series 2024 Bonds and the Indenture are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture, the Series 2024 Bonds and the constitution and laws of the State as well as the proceedings of the City Council, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Series 2024 Bonds, by reference to the Indenture.

Copies of the Indenture, the District Continuing Disclosure Agreement and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 303 East "B" Street, Ontario, California 91764, Attention: City Manager.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected sources and uses of Series 2024 Bond proceeds and certain other amounts.

Sources:	
Principal Amount of the Series 2024 Bonds	$_____
Plus: Net Original Issue Premium	_____
Less: Underwriter's Discount	_____
Plus: Funds on Hand[(1)]	_____
Total	$_____
Uses:	
Lennar Acquisition Account of the Improvement Fund[(2)]	$_____
NMC Acquisition Account of the Improvement Fund[(3)]	_____
City Park Account	_____
City Facilities Account	_____
Special Tax Fund	_____
Administrative Expense Fund	_____
Reserve Fund[(4)]	_____
Costs of Issuance Fund[(5)]	_____
Total	$_____

(1) Includes a portion of the Special Tax collected for Fiscal Year 2023-24.
(2) Reflects amounts owed or to be owed to Lennar Homes, for the construction of eligible facilities under the Act.
(3) Reflects amounts owed or to be owed to NMC Builders, LLC for the construction of eligible facilities under the Act.
(4) Equal to the initial Reserve Requirement.
(5) Includes fees of Bond Counsel and Disclosure Counsel, printing costs, municipal advisor fees, Trustee fees, Appraiser fees, Price Point Consultant fees and other costs of issuance of the Series 2024 Bonds.

THE SERIES 2024 BONDS

General Provisions

The Series 2024 Bonds will be issued in fully registered form without coupons in denominations of $5,000 and any integral multiple thereof ("Authorized Denominations"). The Series 2024 Bonds will be dated the date of issuance thereof. The Series 2024 Bonds are scheduled to mature on September 1, in the years and in the principal amounts, and will bear interest at the rates per annum, shown on the inside front cover page of this Official Statement. Interest on the Series 2024 Bonds will be computed on the basis of a 360-day year comprised of twelve 30-day months and will be payable on March 1 and September 1 of each year, commencing March 1, 2025 (each an "Interest Payment Date"). Interest on each Series 2024 Bond will be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) such Series 2024 Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day (the "Record Date") in which event interest thereon will be payable from such Interest Payment Date, (ii) such Series 2024 Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date or (iii) interest on such Series 2024 Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been previously paid or duly provided for.

The interest on, and principal of and redemption premiums, if any, on the Series 2024 Bonds are payable in lawful money of the United States of America. Interest is payable by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Series 2024 Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date (except that interest on any Series 2024 Bond which is not punctually paid or duly provided for on any Interest Payment Date will, if and to the extent that amounts subsequently become available therefor, be payable on a payment date

established by the Trustee to the Person in whose name the ownership of such Series 2024 Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee pursuant to the Indenture). Payment of principal of any Series 2024 Bond will be made only upon presentation and surrender thereof at maturity or upon earlier redemption at the Office of the Trustee.

The Series 2024 Bonds will initially be issued in book-entry form, and DTC will act as securities depository. So long as the Series 2024 Bonds are held in book-entry form, principal of, premium, if any, and interest on the Series 2024 Bonds will be paid by the Trustee directly to DTC for distribution to the Beneficial Owners of the Series 2024 Bonds in accordance with procedures adopted by DTC. See APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM."

The Bonds are not general or special obligations of the City but are special, limited obligations of the District payable solely from Net Special Tax Revenues and the other amounts held under the Indenture in the Special Tax Fund, the Bond Fund and the Reserve Fund. Neither the faith and credit nor the taxing power of the District (except to the limited extent set forth in the Indenture), the City, the State or any political subdivision thereof, is pledged to the payment of the Bonds. See "SPECIAL RISK FACTORS — Bonds Are Limited Obligations."

Redemption*[*]

Optional Redemption. The Series 2024 Bonds maturing on and after September 1, 2032, shall be subject to optional redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date on or after September 1, 2031 from any source of available funds, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2024 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ and March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Redemption from Special Tax Prepayments. The Series 2024 Bonds are subject to mandatory redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date, from and to the extent of Special Tax prepayments required to be applied thereto and any related proportional amounts in the Reserve Fund required to be applied thereto pursuant to the Indenture (see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS — Reserve Fund") at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2024 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 2031 and March 1, 2032	103%
September 1, 2032 and March 1, 2033	102
September 1, 2033 and March 1, 2034	101
September 1, 2034 and any Interest Payment Date thereafter	100

[*] Preliminary, subject to change.

See the caption "SPECIAL RISK FACTORS — Potential Early Redemption of Bonds from Special Tax Prepayments" for a discussion of the potential for a lower than expected yield on the Series 2024 Bonds as a result of a special mandatory redemption from Special Tax prepayments.

Mandatory Sinking Fund Redemption. The Series 2024 Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__, at a Redemption Price equal to the principal amount of the Series 2024 Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	**Principal Amount to be Redeemed**
20__	$
20__	
20__	
20__	
20__ (Maturity)	

If some but not all of the Series 2024 Bonds maturing September 1, 20__ are redeemed pursuant to the optional redemption provisions of the Indenture described above, the principal amount of the Series 2024 Bonds maturing September 1, 20__ to be redeemed pursuant to mandatory sinking fund redemption as described above on any subsequent September 1 shall be reduced, by $5,000 or an integral multiple thereof, as designated by the District in a Written Certificate of the District filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the Series 2024 Bonds maturing September 1, 20__ so optionally redeemed. If some but not all of the Series 2024 Bonds maturing September 1, 20__ are redeemed pursuant to the mandatory redemption from Special Tax prepayments provisions of the Indenture described above, the principal amount of the Series 2024 Bonds maturing September 1, 20__ to be redeemed pursuant to mandatory sinking fund redemption as described above on any subsequent September 1 shall be reduced by the aggregate principal amount of the Series 2024 Bonds maturing September 1, 20__ so redeemed, such reduction to be allocated among redemption dates as nearly as practicable on a *pro rata* basis in amounts of $5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the District.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee will select the Bonds to be redeemed from all Bonds not previously called for redemption (i) with respect to any optional redemption of Bonds of a Series, among maturities of the Bonds of such Series as directed in a Written Request of the District, and (ii) with respect to any mandatory redemption of Bonds from Special Tax prepayments, among maturities of all Series of Bonds on a *pro rata* basis as nearly as practicable. The Trustee shall select for redemption the Bonds of the same Series with the same maturity by lot in any manner that the Trustee, in its sole discretion, shall deem appropriate. For purposes of such selection, all Bonds shall be deemed to be comprised of the greatest number of separate denominations that would result in each such denomination being an Authorized Denomination and each such separate denomination shall be treated as a separate Bond that may be separately redeemed.

Notice of Redemption. If the Bonds are held in book entry form, notice of redemption will be mailed to DTC and not to the Beneficial Owners of the Bonds under the DTC book entry system. Neither the District nor the Trustee is responsible for giving notice of redemption to the Beneficial Owners. See APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM" herein.

The Indenture provides that the Trustee on behalf and at the expense of the District will give notice of any redemption by first class mail to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books at least 30 but not more than 60 days prior to the date fixed for redemption. Such notice of redemption will state the date of the notice, the redemption date, the redemption place

and the Redemption Price and shall designate the CUSIP numbers, if any, the Bond numbers and the maturity or maturities of the Bonds to be redeemed (except in the event of redemption of all of the Bonds of such maturity or maturities in whole). The notice of redemption will require that the Bonds to be redeemed be surrendered at the Office of the Trustee for redemption at the Redemption Price, and give notice that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, will affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

If, on said date fixed for redemption, moneys for the Redemption Price of all the Bonds to be redeemed, together with interest to said date, is held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof will have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds will cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds will be held in trust for the account of the Owners of the Bonds so to be redeemed without liability to such Owners for interest thereon. With respect to any notice of any optional redemption of Bonds, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of the Indenture, such notice will state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the Redemption Price of, and accrued interest on, the Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the District will not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption will not be made and the Trustee will, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

Debt Service Schedule

Year Ending (September 1)	Principal	Interest	Total
2025	$	$	$
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total			

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS

General

The Bonds are special, limited obligations of the District payable solely from Net Special Tax Revenues and the other assets pledged therefor under the Indenture. The Indenture defines "Net Special Tax Revenues" to mean Special Tax Revenues less amounts required to pay Administrative Expenses. Under the Indenture, the portion of the Special Tax levied under the Rate and Method to pay for Services (as defined in the Rate and Method) is not pledged to the payment of the Bonds. Accordingly, the term "Special Tax Revenues" is defined in the Indenture to mean the proceeds of the Special Tax received by or on behalf of the District, other than proceeds of the Special Tax levied to pay the costs of Services received by or on behalf of the District, including any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax (which shall be limited to the amount of said lien and interest and penalties thereon). The Indenture defines the term "Special Tax" as the special tax described and defined in the Rate and Method as "Special Tax" approved by the qualified electors to be levied within the District pursuant to the Act and the Rate and Method. "Services" has the meaning set forth in the Rate and Method. See APPENDIX A — "AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." "Administrative Expenses" is defined in the Indenture to mean any reasonably necessary or appropriate expenses incurred in the administration of the District and the Bonds, including, but not limited to (a)

the administrative and legal costs of levying and collecting the Special Tax (including costs incurred in connection with any appeals relating thereto and litigation expenses incurred in connection with the collection of such Special Tax), (b) the fees, costs and indemnification due the Trustee, (c) the costs incurred with on-going disclosure in connection with the Bonds, (d) the costs incurred in connection with the disclosure of the Special Tax to property owners and potential purchasers of property, (e) the amounts required to calculate and pay arbitrage rebate payments to the federal government, and (f) an allocable share of the salaries of the City staff providing services on behalf of the District directly related to the foregoing and an allocable share of City general administrative overhead related thereto.

Under the Rate and Method, parcels of Taxable Property are classified as Developed Property (each as defined in the Rate and Method) if a building permit has been obtained for such parcel by May 1 of the fiscal year preceding the Special Tax levy. In Fiscal Year 2023-34, the first year the Special Tax was levied in the District, the Special Tax was levied in the amount of $282,165.00 on 73 parcels classified as Developed Property. As of May 1, 2024, all 235 parcels of Taxable Property were classified as Developed Property for Fiscal Year 2024-25. See "THE COMMUNITY FACILITIES DISTRICT — Delinquency History." Under no circumstances may the amount of Special Tax levied by the District in any year exceed the maximum rates approved by the qualified electors within the District, as set forth in the Rate and Method. A copy of the Rate and Method is attached to this Official Statement as APPENDIX A.

In addition to the Net Special Tax Revenues, any other amounts held by the Trustee in the Special Tax Fund, the Bond Fund and the Reserve Fund are pledged pursuant to the Indenture to secure the payment of the principal of, premium, if any, and interest on the Series 2024 Bonds and any Additional Bonds in accordance with their respective terms, the Indenture and the Act. However, those amounts are pledged subject to the provisions of the Indenture permitting the application thereof for the purposes set forth in the Indenture. Amounts on deposit in the Improvement Fund, the Costs of Issuance Fund, the Redemption Fund, the Administrative Expense Fund and the Rebate Fund are not pledged to the payment of any of the Series 2024 Bonds or any Additional Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT (EXCEPT TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), THE CITY OR THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE NET SPECIAL TAX REVENUES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET SPECIAL TAX REVENUES AND THE OTHER ASSETS PLEDGED THEREFOR UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

Special Tax

Pursuant to the Act, on September 5, 2017 the City Council of the City (the "City Council") adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of a special tax on taxable property within the boundaries of the District based on a rate and method of apportionment, and to have the District incur bonded indebtedness.

Following public hearings conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of a special tax and the incurring of bonded indebtedness to the qualified voters of the District. On October 17, 2017, at an election held pursuant to the Act, the qualified voter within the District at the time of the election, authorized the District to incur bonded indebtedness in the aggregate principal amount of not to exceed $27,000,000 and approved the Original Rate and Method for the District to pay, among other things, the principal of and interest on the bonds of the District.

On June 7, 2022, the City Council initiated change proceedings to amend the Original Rate and Method and increase the maximum bonded indebtedness to $45,000,000 by adopting the necessary resolutions stating its

intention to implement such changes. On July 19, 2022, at an election held pursuant to the Act, Lennar Homes, the qualified voter within the District at the time of the election, authorized the District to modify the Rate and Method (the "Rate and Method") and authorized an increase to the maximum indebtedness to $45,000,000.

Pursuant to Section C of the Rate and Method, prior to the issuance of the Series 2024 Bonds, the City is required to determine if the Assigned Special Tax (as defined in the Rate and Method) is required to be reduced to the extent necessary to cause the total effective tax burden for single family property in the District to not exceed 1.95% of the minimum sales prices set forth in the Updated Price Point Study, all as further described in Section C of the Rate and Method. A copy of the Updated Price Point Study is included as APPENDIX C to this Official Statement. Based on the conclusions of the Updated Price Point Study, the City will not amend the Rate and Method in connection with the issuance of the Series 2024 Bonds. See "— Amended and Restated Rate and Method of Apportionment" below.

Pursuant to the Indenture, the District has covenanted that it will fix and levy the Special Tax in each Fiscal Year in accordance with the Rate and Method in an amount sufficient (subject to the limitations contained in the Rate and Method as to the maximum Special Tax that may be levied on each parcel) to yield Special Tax Revenues in the amount required for (i) the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the Corresponding Bond Year, (ii) any necessary replenishment of the Reserve Fund, and (iii) the payment of Administrative Expenses estimated to be paid from such Special Tax Revenues, taking into account the balances in the Funds and Accounts. See APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Certain Covenants Under the Indenture." Notwithstanding this covenant, the amount of Special Tax actually collected each year may be less than the amount described for a variety of different reasons. See "SPECIAL RISK FACTORS — Levy of the Special Tax."

The Series 2024 Bonds have been structured so that Assigned Special Tax rates set forth in the Rate and Method that may be levied within the District, based on the expected buildout of the District, are at least 110% of debt service on the Series 2024 Bonds in each Bond Year, net of estimated Administrative Expenses. The Special Tax levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A - "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." There is no assurance that the Net Special Tax Revenues will, in all circumstances, be adequate to pay the principal of and interest on the Series 2024 Bonds when due. Pursuant to the Act, the Special Tax levied in any fiscal year against any parcel of residential property in the District may not be increased as a consequence of delinquency or default by the owners of any other parcels within the District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or default. See "SPECIAL RISK FACTORS — Levy of the Special Tax" and "SPECIAL RISK FACTORS — Exempt Properties."

Amended and Restated Rate and Method of Apportionment

General. The Rate and Method is to be applied by the District each Fiscal Year for the purpose of determining the amount of the Special Tax to be levied against each Assessor's Parcel of Taxable Property within the District. For purposes of the discussion of the Rate and Method only, terms with initial capital letters that are not otherwise defined in this Official Statement shall have the respective meanings assigned to them in the Rate and Method, a copy of which appears in APPENDIX A.

Under the terms of the Indenture, prior to August 1 of each year, the District will ascertain from the County Assessor the relevant parcels on which the Special Tax is to be levied, taking into account any parcel splits during the preceding and then current year. The District will levy the Special Tax by August 10 of each Fiscal Year that the Bonds are Outstanding, or otherwise such that the computation of the levy is complete before the final date on which the auditor of the County (the "Auditor") will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the District will prepare, or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Tax on the next real property tax roll.

The Special Tax levied in any Fiscal Year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" hereto. There is no assurance that the proceeds of the Special Tax will, in all circumstances, be adequate to pay the principal of and interest on the Series 2024 Bonds when due. See "SPECIAL RISK FACTORS — Levy of the Special Tax" herein.

Rate and Method of Apportionment of Special Tax. The District is legally authorized and has covenanted to cause the levy of the Special Tax in an amount determined according to a methodology, i.e., the Rate and Method, which the City Council and the qualified elector within the District have approved. The Rate and Method apportions the total amount of the Special Tax to be collected among the Taxable Property in the District as more particularly described below.

The following is a synopsis of the provisions of the Rate and Method, which should be read in conjunction with the complete text of the Rate and Method which is attached as APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." The meanings of the capitalized but undefined terms used in this section are as set forth in APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" hereto. This section provides only a summary of the Rate and Method, and is qualified by more complete and detailed information contained in the Rate and Method attached as APPENDIX A.

"*CFD Administrator*" means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for in the Rate and Method.

"*Developed Property*" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2017, and before May 1 of the prior Fiscal Year.

"*Final Mapped Property*" means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

"*Lower Income Household Welfare Exemption Property*" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of the District that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"*Residential Floor Area*" means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor's Parcel, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by the District. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor's Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F of the Rate and Method is approved that results in a change in the actual Square Footage.

"*Special Tax*" means, the special tax authorized by the qualified electors of CFD No. 35 to be levied within the boundaries of the District.

"*Special Tax Requirement*" means, for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for the District to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax levy on Final Mapped Property or Undeveloped Property; (vi) provide an amount equal to Special Tax delinquencies based on the historical delinquency rate for the Special Tax as determined by the CFD Administrator.

"*Taxable Property*" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of the District which are not exempt from the Special Tax pursuant to law or described below under the subheading "— Exempt Property."

"*Taxable Property Owner Association Property*" means, for each Fiscal Year, all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Tax pursuant to Section E of the Rate and Method.

"*Taxable Public Property*" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Tax pursuant to Section E of the Rate and Method.

"*Undeveloped Property*" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

Exempt Property. No Special Tax shall be levied on up to 2.44 Acres of Public Property and up to 14.12 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D of the Rate and Method, up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax obligation pursuant to the formula set forth in Section H of the Rate and Method.

Under the Rate and Method, no Special Tax shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with the Rate and Method based on the Land Use Class to which the Assessor's Parcel is assigned. Senate Bill 1473, the "Local Government Omnibus Act of 2020," amended Government Code Section 53340(c) to provide that in a community facilities district in which the levy of a special tax is authorized by an ordinance adopted on or after January 1, 2020, a property receiving a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code shall be exempt from the special tax unless debt is outstanding and the property was subject to the special tax prior to receiving the exemption, in which case the property shall remain subject to the special tax and the special tax shall be enforceable against the property. Therefore, pursuant to the Rate and Method and California law, and given that no property is subject to the welfare exemption as of the date hereof, the Special Tax shall be applicable to Lower Income Household Welfare Exemption Property so long as the Bonds are outstanding.

Maximum Special Tax, Assigned Special Tax and Backup Special Tax. The Maximum Special Tax, Assigned Special Tax and Backup Special Tax for the Special Tax provided for in the Rate and Method is as follows:

Special Tax

Developed Property. The Maximum Special Tax that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax. The Maximum Special Tax shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 of the Rate and Method.

Assigned Special Tax. The Assigned Special Tax will be determined based on Land Use Class. Single Family Property will be assigned to Land Use Classes 1 through 7, Other Residential Property will be assigned to Land Use Class 8 and Non-Residential Property shall be assigned to Land Use Class 9 as listed in Table 1 in Section C of the Rate and Method. The Assigned Special Tax applicable to an Assessor's Parcel classified as Single Family Property ranges from $3,342 per unit for units with a Residential Floor Area of less than 1,501 square feet to $4,262 per unit for units with a Residential Floor Area greater than 2,500 square feet. The Assigned Special Tax applicable to an Assessor's Parcel classified as Other Residential Property and Non-Residential Property is $52,912 per acre. Based on the Updated Price Point Study provided by the Price Point Consultant, the Assigned Special Tax rates set forth in Section C of the Rate and Method are not required to be reduced so that the total effective tax burden applicable to each land use class of residential property to be constructed within the District will not exceed 1.95% of the minimum sale prices set forth in the Updated Price Point Study, as required by Section C of the Rate and Method. A copy of the Updated Price Point Study is included as APPENDIX C to this Official Statement.

Backup Special Tax. The Backup Special Tax for an Assessor's Parcel of Developed Property is $3,846 per Unit for Single Family Property, although subject to adjustment as set forth in Section C.1.a.(3) of the Rate and Method.

Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property and Undeveloped Property. The Maximum Special Tax for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property is $52,912 per acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

Multiple Land Use Classes on an Assessor's Parcel. In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

Method of Apportionment of Special Tax. Each Fiscal Year, beginning with Fiscal Year 2018-19, the CFD Administrator will determine the Special Tax Requirement and, subject to the Maximum Special Tax rates described above, the Special Tax will then be levied as follows:

First: If needed to satisfy the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax for Taxable Property Owner Association Property; and

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances shall the Special Tax levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within the District by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

Special Tax used in this Official Statement, including the description of the apportionment of the Special Tax, the term "Special Tax Revenues" means the proceeds of the Special Tax received by or on behalf of the District, other than proceeds of the Special Tax levied to pay the costs of Services received by or on behalf of the District, including any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax, which will be limited to the amount of said lien and interest and penalties thereon.

Prepayment of Special Tax. The Special Tax obligation for an Assessor's Parcel of Taxable Property for which a building permit has been issued, may be prepaid in full, or in part, and only if there are no delinquent Special Tax with respect to such Assessor's Parcel at the time of prepayment, provided that the terms set forth under Section H of the Rate and Method are satisfied. The Prepayment Amount is calculated based on the Bond Redemption Amount plus Redemption Premium plus the Future Facilities Amount plus the Defeasance Amount plus the Administrative Fees and Expenses, less a credit for the resulting reduction in the Reserve Requirement for the Bonds (if any), all as specified in APPENDIX A — "AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX — Section H."

Mandatory redemption of Series 2024 Bonds from Special Tax prepayments may result in the reduction in the otherwise expected yield on such Series 2024 Bonds if the Series 2024 Bonds were purchased at a price greater than par. See "SPECIAL RISK FACTORS — Potential Early Redemption of Bonds from Special Tax Prepayments."

Estimated Debt Service Coverage. The principal amount of the Series 2024 Bonds has been established to produce debt service coverage on the Series 2024 Bonds from Net Special Tax Revenues of at least 110%. The District may levy up to the Maximum Special Tax rates on Taxable Property within the District. See "— Rate and Method of Apportionment — Maximum Special Tax, Assigned Special Tax and Backup Special Tax" and "— Rate and Method of Apportionment — Exempt Property."

Pursuant to the Rate and Method, the status of Developed Property is based on building permits issued as of May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Tax is levied. Based on the development status within the District as of May 1, 2023, 73 parcels of Taxable Property were classified as Developed Property for Fiscal Year 2023-24. Between May 1, 2023 and April 1, 2024, permits were issued the remainder of the 162 single family residential units, resulting in all 235 parcels of Taxable Property being

classified as Developed Property for Fiscal Year 2024-25. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT" and "SPECIAL RISK FACTORS — Failure to Develop Properties."

In Fiscal Year 2023-24, the first year Special Tax was levied in the District. A Special Tax in the amount of $282,165.00 was levied on 73 parcels classified as Developed Property. As of April 1, 2024, building permits had been issued for all 235 units within the District. See "THE COMMUNITY FACILITIES DISTRICT — Delinquency History."

Table 1 below sets forth the projected Special Tax levy for Fiscal Year 2024-25 by property classification as of April 1, 2024 and as expected at build out.

TABLE 1
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SUMMARY OF PROJECTED FISCAL YEAR 2024-25
SPECIAL TAX LEVY AND EXPECTED LAND USES

	Projected Fiscal Year 2024-25 Special Tax Levy[1]					Buildout of Expected Land Uses			
Special Tax Category	Residential Floor Area (Sq. Ft.)	No. of Units or Acres	Special Tax Rate[2]	Per Unit or Acre	Annual Special Tax Revenues	No. of Units or Acres	Maximum or Assigned Special Tax[2][3]	Per Unit or Acre	Annual Special Tax Revenues[4]
Developed Property[5]									
Single Family Property		Units				Units			
	<1,501	0	$3,342	per Unit	$ 0	0	$ 3,342	per Unit	$ 0
	1,501-1,700	33	$3,454	per Unit	113,982	33	3,454	per Unit	113,982
	1,701-1,900	37	$3,626	per Unit	134,162	37	3,626	per Unit	134,162
	1,901-2,100	35	$3,849	per Unit	134,715	35	3,849	per Unit	134,715
	2,101-2,300	81	$3,935	per Unit	318,735	81	3,935	per Unit	318,735
	2,301-2,500	49	$4,073	per Unit	199,577	49	4,073	per Unit	199,577
	>2,500	0	$4,262	per Unit	0	0	4,262	per Unit	0
Subtotal – Developed Property		235			$901,171	235			$901,171
		Acres				Acres			
Final Mapped Property[6]		0	$52,912	per Acre	$ 0	0	$52,912	per Acre	$ 0
Undeveloped Property[7]		0	$52,912	per Acre	$ 0	0	$52,912	per Acre	$ 0
Grand Total					**$901,171**				**$901,171**

(1) Based on the building permits issued as of May 1, 2024 and assumes no further development. Includes the debt service due in 2025 on the Series 2024 Bonds, estimated CFD administrative expenses in the amount of $89,244, and approximately $78,279 to directly fund facilities.
(2) Reflects the final Assigned Special Tax rates. No reductions were required pursuant to Section C.1 of the RMA.
(3) For Developed Property, the Assigned Special Tax rates are shown. For Final Mapped Property, the Maximum Special Tax rate is shown.
(4) Does not include potential revenues from a Backup Special Tax Levy on Single Family Property.
(5) For the projected Fiscal Year 2024-25 Special Tax levy, includes all taxable parcels which have had a building permit issued by the City prior to May 1, 2024 and assumes no further development.
(6) For the projected Fiscal Year 2024-25 Special Tax levy, includes all taxable parcels which were located within a final subdivison map as of December 31, 2023 and assumes no new final maps will be recorded.
(7) For the projected Fiscal Year 2024-25 Special Tax levy, no Special Tax is anticipated to be levied on Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property.

Sources: City of Ontario; Goodwin Consulting Group, Inc.

Collection and Application of the Special Tax

The Special Tax is levied and collected by the Treasurer-Tax Collector of the County in the same manner and at the same time as *ad valorem* property taxes; provided, however, that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The District has made certain covenants in the Indenture for the purpose of ensuring that the current maximum rates and method of collection of the Special Tax are not altered in a manner that would impair the District's ability to collect sufficient Special Tax to pay debt service on the Bonds and Administrative Expenses when due. First, the District has covenanted that it will not initiate proceedings under the Act to modify the Rate and Method if such modification would adversely affect the security for the Bonds and if an initiative is adopted that purports to modify the Rate and Method in a manner that would adversely affect the security for the Bonds, the District shall, to the extent permitted by law, commence and pursue reasonable legal actions to prevent the modification of the Rate and Method in a manner that would adversely affect the security for the Bonds. See "SPECIAL RISK FACTORS — Constitutional Limitations on Taxation and Appropriations." Second, the District has covenanted not to authorize owners of taxable parcels within the District to satisfy Special Tax obligations by the tender of Bonds unless the District shall have first obtained a report of an Independent Consultant certifying that doing so would not result in the District having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Although the Special Tax constitutes a lien on Taxable Property within the District, it does not constitute a personal indebtedness of the owners of such property within the District. Moreover, other overlapping general obligation debt already exists on the property located within the District and other future special tax and assessment liens and overlapping general obligation debt could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See "SPECIAL RISK FACTORS — Parity Taxes and Special Assessments" herein. There is no assurance that property owners will be financially able to pay the annual Special Tax or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Indenture, the Trustee shall establish and maintain a separate fund designated the "Special Tax Fund." As soon as practicable after the receipt by the District of any Special Tax Revenues, but in any event no later than the date ten Business Days after such receipt, the District shall transfer such Special Tax Revenues to the Trustee for deposit in the Special Tax Fund; provided, however, that any portion of any such Special Tax Revenues that represent a Special Tax prepayment that is to be applied to the payment of the redemption price of Bonds in accordance with the provisions of the Indenture shall be identified to the Trustee as such by the District and shall be deposited in the Redemption Fund. See "— Special Tax Fund" below, "THE SERIES 2024 BONDS — Redemption — Mandatory Redemption from Special Tax Prepayments" and APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Covenant for Superior Court Foreclosure

Pursuant to Section 53356.1 of the Act, the District has covenanted in the Indenture that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the District are delinquent in the payment of the Special Tax levied thereon and that, if such delinquencies exist, the District will order and cause to be commenced no later than October 1, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of the Special Tax or installment thereof not paid when due. Notwithstanding the foregoing, the District is not required under the Indenture to order the commencement of foreclosure proceedings if (a) the total Special Tax delinquency in the District for such Fiscal Year is less than 5% of the total amount of the Special Tax levied in such Fiscal Year, and (b) the amount then on deposit in the Reserve Fund is equal to the Reserve Requirement. Notwithstanding the foregoing, if the District determines that any single parcel is delinquent in excess of $7,500 in the payment of the Special Tax, then the District will diligently institute, prosecute and pursue foreclosure proceedings against such parcel.

The mere commencement of foreclosure proceedings will not assure a prompt and favorable resolution of Special Tax delinquencies. The ability of the District to foreclose the lien of delinquent unpaid Special Tax may be limited. See "SPECIAL RISK FACTORS — Bankruptcy and Legal Delays" and "— FDIC/Federal Government Interests in Properties." Moreover, even if a judgment of foreclosure and order of sale is obtained, the District must cause a notice of levy to be issued. Under current law, the property owner has 120 days from the date of service of the notice of levy in which to redeem the subject property. If the property owner fails to

redeem the property and it is sold, the property owner's only remedy is an action to set aside the sale, which action must be brought within 90 days of the date of sale. If such an action results in the setting aside of the foreclosure sale, the judgment is revived, and the District would be entitled to receive interest on the revived judgment as if the sale had not been made. Under former law a property owner had a period of one year within which to redeem property to be sold, and the constitutionality of the legislation that eliminated the one year redemption period has not been tested.

There can be no assurance that, even if the subject property is sold, the proceeds from such sale will be sufficient to pay the delinquent installments of the Special Tax. The Act does not require the District or any other governmental agency to purchase or otherwise acquire any Assessor's Parcel being sold if there is no other purchaser at such sale. The Act does require that property being sold pursuant to foreclosure under the Act must be sold for not less than the judgment amount (which must include reasonable attorneys' fees, together with interest, penalties, and other authorized charges and costs) plus post judgment interest and authorized costs, unless a lower bid price is authorized by the Owners of not less than 75% by value of the Series 2024 Bonds Outstanding.

Special Tax Fund

The Indenture provides that the Trustee will establish and maintain a separate Fund designated the "Special Tax Fund." The Indenture requires that the District transfer Special Tax Revenues (other than Special Tax prepayments) to the Trustee for deposit into the Special Tax Fund as soon as practicable after the District's receipt thereof, but in any event no later than ten Business Days after such receipt. No later than the Business Day immediately preceding each Interest Payment Date, after having made any requested transfers to the Administrative Expense Fund, as requested by the District, to have sufficient amounts available therein to pay Administrative Expenses, the Trustee is required by the Indenture to make transfers from the Special Tax Fund to the Interest Account in the Bond Fund, the Principal Account in the Bond Fund and the Reserve Fund in the amounts and in the priority specified in the Indenture. See APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

As soon as practicable after the District's receipt of Special Tax prepayments, but in any event no later than ten Business Days after such receipt, the District is required to transfer any Special Tax prepayments to the Trustee and, in connection therewith, submit to the Trustee a Written Certificate identifying such amounts as Special Tax prepayments, identifying the portion of such Special Tax prepayments so transferred that is to be applied to the Redemption Price of the Bonds and identifying the portion of such Special Tax prepayments that is to be applied to the payment of interest on the Bonds to be so redeemed. The portion of such Special Tax prepayments that is to be applied to the Redemption Price will be deposited by the Trustee in the Redemption Fund and will be applied to the redemption of the Bonds pursuant to the Indenture. The portion of such Special Tax prepayments that is to be applied to the payment of interest on the Bonds to be so redeemed will be deposited by the Trustee in the Interest Account and will be applied to the payment of such interest.

Reserve Fund

The Indenture provides that the Trustee will establish and maintain a separate Fund designated the "Reserve Fund." On the Closing Date, the Trustee will deposit in the Reserve Fund the amount specified under the caption "ESTIMATED SOURCES AND USES OF FUNDS." The Trustee is also required, no later than the Business Day immediately preceding each Interest Payment Date, to transfer from the Special Tax Fund (after the requisite transfers to the Administrative Expense Fund, the Interest Account and the Principal Account) the amount, if any, necessary to cause the amount on deposit in the Reserve Fund to be equal to the Reserve Requirement. The Indenture defines "Reserve Requirement" to mean, as of the date of any calculation, the least of (i) "10% of the proceeds of the issue," within the meaning of Section 148 of the Code, with respect to the Bonds (excluding from such calculation Bonds refunded with the proceeds of subsequently issued Bonds), (ii) Maximum Annual Debt Service and (iii) 125% of Average Annual Debt Service.

Except as otherwise provided in the Indenture, all amounts in the Reserve Fund are to be used and withdrawn by the Trustee solely for the purpose of (i) making transfers to the Interest Account in accordance with the Indenture in the event of any deficiency in the Interest Account of the amount then required for payment of the interest on the Bonds, (ii) making transfers to the Principal Account in accordance with the Indenture in the event of any deficiency in the Principal Account of the amount then required for payment of the principal of the Bonds, and (iii) redeeming Bonds in accordance with the Indenture as described in the following paragraph.

Whenever Bonds are to be optionally redeemed or redeemed from Special Tax prepayments, a proportionate share (determined as provided below) of the amount on deposit in the Reserve Fund will, on the date on which amounts to redeem such Bonds are deposited in the Redemption Fund or otherwise deposited with the Trustee, be transferred by the Trustee from the Reserve Fund to the Redemption Fund or to such deposit held by the Trustee and will be applied to the redemption of said Bonds; provided that, such amount will be so transferred only if and to the extent that the amount remaining on deposit in the Reserve Fund will be at least equal to the Reserve Requirement (excluding from the calculation thereof said Bonds to be redeemed). Such proportionate share will be equal to the largest integral multiple of the minimum Authorized Denomination for said Bonds that is not larger than the amount equal to the product of (i) the amount on deposit in the Reserve Fund on the date of such transfer, times (ii) a fraction, the numerator of which is the principal amount of Bonds to be so redeemed and the denominator of which is the principal amount of Bonds to be Outstanding on the day prior to the date on which such Bonds are to be so redeemed.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Trustee will, upon receipt of a Written Request of the District, transfer the amount in the Reserve Fund to the Interest Account, Principal Account and/or Redemption Fund, as applicable, to be applied, on the next succeeding Interest Payment Date to the payment and redemption of all of the Outstanding Bonds. If, as a result of the scheduled payment of principal of or interest on the Bonds, the Reserve Requirement is reduced, the Trustee will transfer an amount equal to the amount of such reduction to the Interest Account.

Investment of Moneys

All moneys held by the Trustee in any of the Funds or Accounts are required to be invested by the Trustee solely in Permitted Investments, as directed in writing by the District. As used in the Indenture, the phrase "Permitted Investments" includes a variety of investments, some of which may not be rated by a national rating service. See APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Definitions."

No Additional Bonds Except for Refunding Bonds

So long as any of the Series 2024 Bonds remain Outstanding, the District will not issue any Additional Bonds or obligations payable from Net Special Tax Revenues senior to the Series 2024 Bonds. The District may issue Additional Bonds or obligations payable on a parity with the Series 2024 Bonds, if, among other things: (i) upon the issuance of such Additional Bonds, no Event of Default will occur or be continuing under the Indenture; (ii) the proceeds of the Additional Bonds will be applied to refund the Series 2024 Bonds or Additional Bonds previously issued under the Indenture, pay Costs of Issuance incurred in connection with the issuance of such Additional Bonds, and/or make any requisite deposit to the Reserve Fund; and (iii) the Annual Debt Service in each Bond Year, calculated for all Bonds that will be Outstanding after the issuance of such Additional Bonds, will be less than or equal to Annual Debt Service in such Bond Year, calculated for all Bonds that are Outstanding immediately prior to the issuance of such Additional Bonds. Nothing contained in the Indenture limits the issuance of any special tax bonds payable from the Special Tax if, after the issuance and delivery of such special tax bonds, none of the Bonds theretofore issued under the Indenture will be Outstanding. See APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

THE COMMUNITY FACILITIES DISTRICT

General Information Regarding the District

The District was formed to finance certain services, facilities and costs with respect thereto related to the development within the District. The qualified electors within the boundaries of the District, being the then owners of property in the District, authorized the District to incur bonded indebtedness to finance certain facilities to meet the needs of new development within the District and approved the Rate and Method for, and authorized the levy of, the Special Tax.

The District is located in the southwestern portion of the County, in the southwestern portion of the City within an area known as "Ontario Ranch." The District consists of two neighborhoods known as "Shady Tree" and "Whispering Wind," within a master planned community known as "Country Lane." The District is located the south side of Chino Avenue, west of Archibald Avenue, just north of Schaefer Avenue. The Shady Tree site consists of approximately 18.723 gross acres, with all lots located within Final Tract Map No. 17449. The Whispering Wind site consists of approximately 16.827 gross acres, with all lots located within Final Tract Map 17450 .

The property within the District is currently under the ownership of Lennar Homes and individual homeowners. Lennar Homes purchased the property within the District for the Shady Tree and Whispering Wind sites from Forestar Countryside, LLC, a Delaware limited liability company, for $25,154,265 on December 31, 2020. The Developer is developing the District into two neighborhoods consisting of 235 single family detached residential units. The Shady Tree neighborhood is planned for 97 single family homes and the Whispering Wind neighborhood is planned for 138 single family homes. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — The Developer."

Country Lane is part of a multiple phase, multiple master-planned community development known as "Ontario Ranch." Ontario Ranch is planned to contain over 8,200 acres. Within the Ontario Ranch, out of the total 8,200 acres, approximately 4,026 acres are approved within the above 18 specific plans. Within the approved 4,026 acres are 10,455 single family residences, 10,659 multi-family residences, 1.63 million square feet of commercial, 16.35 million square feet of industrial and 3.88 million square feet of business park. There is an additional 314 acres and 574 single family units in process for approval along with 4.42 million square feet of industrial space and nearly 920,000 square feet of business park. There are ten residential specific plans currently with approvals which include Grand Park, The Avenue, Parkside, Subarea 29, Rich Haven, Parkside, Esperanza, West Haven, Edenglen, Armstrong Ranch and Countryside.

As mentioned above, the Developer is building and selling homes in the District within two neighborhoods named "Shady Tree" and "Whispering Wind." At full buildout the District is anticipated to include 235 single-family detached dwelling units. As of April 1, 2024, the date of value of the Appraisal (defined herein), the District included 137 completed residential units which had closed escrow to individual homeowners, and the Developer owned 6 completed model units (none of which were in escrow), 12 residential units that were over 95% complete (all of which were in escrow), 44 residential units that were in various stages of construction but less than 95% complete (26 of which were in escrow) and 36 finished lots without any home construction thereon (none of which were in escrow). As of May 6, 2024, a total of 148 residential units had been conveyed to individual homeowners, and the Developer owned 10 completed production units (all of which were in escrow), 6 completed model units (none of which were in escrow), 35 residential units that were in various stages of construction (24 of which were in escrow) and 36 finished lots without any home construction thereon (none of which were in escrow). Homes under contract may not result in closed escrows as sales contracts are subject to cancellation. At full buildout the District is anticipated to include 235 single-family detached dwelling units. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — Lennar Homes' Development Plan." A detailed description of the status of the construction as of the date of value of the Appraisal is included in APPENDIX B — "APPRAISAL REPORT."

Under the City's General Plan (Land Use Plan LU-01) land within the District is designated as "Low Medium Density Residential," which allows for 5.1-11.0 dwelling units per acre. The General Plan Land Use Map also shows the southern portion of Tract No. 17450 as partially falling within the Chino Airport Influence Area overlay. As built and proposed, development within the District legally conforms to these requirements.

Water and sewer service to the property within the District will be supplied by the City. Electricity will be supplied by Southern California Edison, gas by Southern California Gas Company and schools by Mountain View District and Chaffey Joint Union High School District.

Like all of Southern California, the land within the District is subject to seismic activity. The District is not located in a designated Earthquake Study Zone and there are no known active faults crossing the site. However, the Chino Fault is located approximately 6.6 miles southwest of the District and the Cucamonga Fault Zone is located approximately 12.6 miles north of the District. See "SPECIAL RISK FACTORS — Geologic, Topographic and Climatic Conditions."

The Federal Emergency Management Agency has determined that the District is located in a Zone "X" flood area (an area of minimal flooding, within the 500-year flood plain), and flood insurance will not be required. See "SPECIAL RISK FACTORS — Geologic, Topographic and Climatic Conditions."

An aerial photo showing the property within the District and a map showing the general location of the District and the surrounding area appears on the pages before Page 1 of this Official Statement. More detailed information about the property therein is contained in APPENDIX B — "APPRAISAL REPORT," and information about the ownership of such property is set forth under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT." General information about the City is set forth in APPENDIX E.

The Facilities

The City and Forestar Countryside LLC ("Forestar") entered into an Acquisition and Funding Agreement, dated as of October 1, 2017 (the "Original Acquisition Agreement"), which provides, among other things, the means by which certain facilities will be financed in connection with the development within the District, including water and recycled water improvements, fiber optic network improvements, street and traffic circulation system improvements (the "Facilities"). Pursuant to the Original Acquisition Agreement, Forestar agreed to construct, and the City agreed to accept, certain Facilities to be acquired with the proceeds of the Series 2024 Bonds and available Special Tax proceeds deposited into the Acquisition Account of the Improvement Fund under the Indenture pursuant to certain requirements contained in the Acquisition Agreement and the Indenture. The Acquisition Agreement also provides guidelines pursuant to which the City may acquire completed segments of the Facilities with the proceeds of the Series 2024 Bonds and available Special Tax proceeds deposited into Acquisition Account of the Improvement Fund. The Acquisition Agreement may be amended from time to time by the parties thereto.

Pursuant to the Original Acquisition Agreement, Forestar has agreed to pay all costs of the Facilities that it constructs pursuant to the Acquisition Agreement in excess of the moneys available therefor in the Acquisition Account of the Improvement Fund. Further, the Original Acquisition Agreement states any lack of availability of amounts in the Acquisition Account of the Improvement Fund to pay the acquisition costs of the Facilities shall in no way diminish any obligation of Forestar with respect to the construction of or contributions for public facilities and mitigation measures required by the conditions of approval or any subdivision, development, or other agreement to which Forestar is a party, or any governmental approval to which Forestar or any land within the District was subject, except to the extent expressly set forth in such agreement or approval.

Subsequently, Forestar and the Developer entered into the Assignment and Assumption Agreement, dated as of February 7, 2022, pursuant to which, in accordance with the terms set forth therein, the Developer accepted the assignment of the Original Acquisition Agreement from Forestar and unconditionally assumed all of the

obligations, liabilities and responsibilities and agreed to perform all of the obligations of Forestar under the Original Acquisition Agreement

The Original Acquisition Agreement was amended and restated by the Amended and Restated Acquisition and Construction Agreement dated _____ 1, 2024 by and between the City and Lennar Homes to, among other things, expand the Facilities authorized to be purchased by the City through the proceeds of the Series 2024 Bonds.

As of April 1, 2024, all of the Facilities to be constructed by Lennar Homes that are required to serve the development within the District have been substantially completed, pending final approval and acceptance by the City.

Certain facilities (the "NMC Facilities") were constructed pursuant to that certain First Amended and Restated Agreement for Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, made as of August 21, 2012, by and between the City and NMC Builders (the "NMC Agreement"), by and between the City and NMC Builders, LLC, a California limited liability company ("NMC Builders"). Pursuant to the NMC Agreement bond proceeds may be deposited into an NMC Acquisition Account of the Improvement Fund under the Indenture to finance the costs of certain NMC Facilities constructed by NMC Builders and acquired by the City pursuant to the NMC Acquisition Agreement. NMC Builders is an entity established by certain current and previous landowners within Ontario Ranch for the purpose of jointly funding and managing the construction of much of the major public infrastructure required for the development of the eastern portion of Ontario Ranch, including some of the facilities being financed through the issuance of the Series 2024 Bonds.

Direct and Overlapping Debt

The District is included within the boundaries of numerous overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within the District is shown in Table 2 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments.

TABLE 2
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
DIRECT AND OVERLAPPING DEBT

2023-24 Assessed Valuation: $26,167,121

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 5/1/24
Metropolitan Water District General Obligation Bonds	0.001%	$ 123
Chaffey Community College District General Obligation Bonds	0.016	46,856
Chaffey Union High School District General Obligation Bonds	0.031	182,051
Mountain View School District SFID No. 1 General Obligation Bonds	0.230	13,395
Mountain View School District SFID No. 2 General Obligation Bonds	0.474	87,602
City of Ontario Community Facilities District No. 35	**100.000**	**0**[(1)]
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$330,027
OVERLAPPING GENERAL FUND DEBT:		
San Bernardino County General Fund Obligations	0.008%	$ 10,807
San Bernardino County Flood Control District General Fund Obligations	0.008	3,064
Chaffey Community College District Certificates of Participation	0.016	3,851
City of Ontario General Fund Obligations	0.065	171,645
City of Ontario Pension Obligation Bonds	0.065	145,912
West Valley Vector Control District Certificates of Participation	0.023	337
TOTAL OVERLAPPING GENERAL FUND DEBT		$335,616
COMBINED TOTAL DEBT		$665,643[(2)]

Ratios to 2023-24 Local Secured Assessed Valuation:
Direct Debt ($0) 0.00%
Total Direct and Overlapping Tax and Assessment Debt:.... 1.26%
Combined Total Debt:..... 2.54%

(1) Excludes Mello-Roos Act bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

As shown in Table 3, the projected Fiscal Year 2024-25 average total effective tax rate for completed single family homes conveyed to individual homeowners as of April 1, 2024 in the District range from approximately 1.84% to 1.90% of the base sales price of sample lots within the Shady Tree and Whispering Wind neighborhoods. The following table sets forth sample tax bills for selected completed homes owned by individual homeowners within the Shady Tree and Whispering Wind neighborhoods of the District for Fiscal Year 2024-25.

TABLE 3
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SAMPLE TAX BILLS

	Residential Floor Area (Sq. Ft.):	2,315	2,067
	Type of Property:	Detached (Plan 2)	Detached (Plan 3)
	Community Name:	Shady Tree	Whispering Wind
Net Taxable Value			
Base Price[(1)]		$694,500.00	$620,100.00
Less: Homeowner's Exemption		(7,000.00)	(7,000.00)
Net Taxable Value		$687,500.00	$613,100.00
Ad Valorem Property Taxes	**Rate**		
Base Property Tax	1.0000%	$ 6,875.00	$ 6,131.00
Chaffey College Bond	0.0100	68.75	61.31
Chaffey High Bond	0.0316	217.25	193.74
Mountain View Elementary SFID #1	0.0069	47.44	42.30
Mountain View Elementary SFID #2	0.0021	14.44	12.88
Metro Water Mid-Valley Debt	0.0035	24.06	21.46
Total Ad Valorem Property Taxes	1.0541%	$ 7,246.94	$ 6,462.69
Parcel Charges, Assessments, and Special Taxes			
Vector Control Assessment #1		$ 36.74	$ 36.74
City of Ontario CFD No. 19 (Countryside Phase 1 - Services)[(2)]		1,443.71	1,443.71
City of Ontario CFD No. 35 (Countryside Phase 2 South - Facilities)[(3)]		4,073.00	3,849.00
Total Parcel Charges, Assessments, and Special Taxes		$ 5,553.45	$ 5,329.45
Total Taxes		**$12,800.39**	**$11,792.14**
Total Effective Tax Rate		**1.84%**	**1.90%**

(1) Represents base market values for sample lots as reported in the Appraisal Report.
(2) Equal to the actual Special Tax levied for CFD No. 19 for Fiscal Year 2023-24. The Maximum Special Tax for CFD No. 19 may increase by 4% per year.
(3) Equal to the applicable Assigned Special Tax rate for CFD No. 35. Reflects the final Assigned Special Tax rates. No reductions were required pursuant to Section C.1 of the RMA.

Sources: San Bernardino County Tax Collector's Office; Kitty Siino & Associates, Inc.; Goodwin Consulting Group, Inc.

Property Values

Appraisal. In order to provide information with respect to the value of the land within the District, the District engaged the Appraiser to prepare the Appraisal. The principal of the Appraiser, who was actively involved in the preparation of the Appraisal, has an "MAI" designation from the Appraisal Institute and has prepared numerous appraisals for the sale of land secured municipal bonds. The Appraiser was selected by the District and has no material relationships with the City, the District or the owners of the land within the District other than the relationship represented by the engagement to prepare the Appraisal and other similar engagements for the City. The City instructed the Appraiser to prepare its analysis and report in conformity with City-approved guidelines and the Appraisal Standards for Land Secured Financings published in 1994 and revised in 2004 by the commission now known as California Debt and Investment Advisory Commission. A copy of the Appraisal is included as APPENDIX B to this Official Statement.

The purpose of the Appraisal was to estimate the minimum market value of the fee simple estate, subject to special tax and special assessment liens, of the property within the District in its current condition. Subject to the contingencies, assumptions and limiting conditions set forth in the Appraisal, the Appraiser concluded that, as of April 1, 2024, the minimum market value of the property within the District was not less than $117,479,057 including $88,072,375 for the 137 completed units conveyed to individual homeowners and $29,406,682 for the homes and lots owned by the Developer as of such date. See APPENDIX B — "APPRAISAL REPORT."

Reference is made to APPENDIX B for a complete list and full discussion of the applicable contingencies, assumptions and limiting conditions and the methodology employed by the Appraiser. In the event that any of the contingencies, assumptions and limiting conditions are not actually realized, the value of the property within the District may be less than the amount reported in the Appraisal. In any case, there can be no assurance that any portion of the property within the District would actually sell for the amount indicated by the Appraisal.

The Appraisal merely indicates the Appraiser's opinion as to the minimum market value of the property referred to therein as of the date and under the conditions specified therein. The Appraiser's opinion reflects conditions prevailing in the applicable market as of the date of value. The Appraiser's opinion does not predict the future value of the subject property, and there can be no assurance that market conditions will not further adversely change in the future. See "SPECIAL RISK FACTORS."

It is a condition precedent to the issuance of the Series 2024 Bonds that the Appraiser deliver to the District a certification to the effect that nothing has come to the attention of the Appraiser subsequent to the date of value of the Appraisal that would cause the Appraiser to believe that the value of property in the District is less than the minimum value reported in the Appraisal. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — Lennar Homes' Development Plan — Shady Tree."

Value-to-Lien Ratios

The value of the property within the District is significant because, in the event of a delinquency in the payment of the Special Tax, the District may foreclose only against delinquent parcels. Likewise, the ratio of the value of a parcel to its "share" of the Series 2024 Bonds is important because it provides an indication of the extent of the relative burden imposed on each parcel by the applicable Special Tax. As indicated above, the minimum appraised value of the property within the District is not less than $117,479,057. The ratio of that value to the $11,040,000* total principal amount of the Series 2024 Bonds is approximately 10.64*-to-1. Taking other overlapping tax and assessment debt within the District into account, the ratio of the minimum appraised value to the total amount of existing tax and assessment debt for the District plus the Series 2024 Bonds of $11,370,027 is approximately 10.33-to-1. See "— Direct and Overlapping Debt." Table 4 sets forth the appraised value to lien ratios of all the taxable property within the District by ownership and development status as of April 1, 2024.

Additionally, Table 5 below sets forth the stratification of value-to-liens of the parcels within the District, based on the appraised value of such parcels set forth in the Appraisal and such parcels' respective shares of the principal amount of the Series 2024 Bonds (allocated to each parcel based upon its respective share of the total projected Fiscal Year 2023-24 Special Tax levy) and the ratio of the appraised value to its share of the Series 2024 Bonds.

* Preliminary, subject to change.

TABLE 4
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
APPRAISED VALUE-TO-LIEN RATIOS BY OWNERSHIP AND STATUS OF DEVELOPMENT

Owner	Status of Development[1]	No. of Planned Units	Projected Fiscal Year 2024-25 Special Tax Levy[2]	Percent of Projected Fiscal Year 2024-25 Special Tax Levy	Appraised Value[3]	District Debt[4]*	Average Appraised Value-to-Lien*
Individual Homeowners	Completed and Sold	137	$528,586	58.66%	$ 88,072,375	$ 6,475,563	13.60
Lennar Homes	Model Homes	6	$ 23,491	2.61%	$ 2,875,503	$ 287,782	9.99
	Over 95% Complete	12	44,592	4.95	5,008,023	546,284	9.17
	Under Construction	44	169,745	18.84	11,837,736	2,079,500	5.69
	Finished Lots[5]	36	134,757	14.95	9,685,420	1,650,871	5.87
Subtotal – Lennar Homes		98	$372,585	41.34%	$29,406,682	$ 4,564,437	6.44
Grand Total		**235**	**$901,171**	**100.00%**	**$117,479,057**	**$11,040,000**	**10.64**

* Preliminary, subject to change.
(1) Construction status as provided in the Appraisal Report. May not reflect classification of properties for purposes of the Special Tax levy.
(2) Based on the building permits issued as of December 31, 2023 and assumes no further development. Includes the debt service due in 2025 on the Series 2024 Bonds, estimated CFD administrative expenses in the amount of $89,244, and approximately $78,279 to directly fund facilities.
(3) Represents an allocation of the bulk market values reported in the Appraisal Report. The allocated values are not indicative of the market values of the groupings or the individual lots.
(4) Equal to the principal amount of the Series 2024 Bonds. Does not include overlapping debt secured by ad valorem taxes on the property. Allocated based on the proportionate share of the Projected Fiscal Year 2024-25 Special Tax Levy.
(5) Under the Rate and Method, parcels of Taxable Property are classified as Developed Property if a building permit has been obtained for such parcel by May 1 of the fiscal year preceding the Special Tax levy. Accordingly, because all 235 parcels of Taxable Property have obtained building permits prior to May 1, 2024, all such lots will be classified as Developed Property for the Fiscal Year 2024-25 Special Tax levy.
Sources: Kitty Siino & Associates, Inc.; Ramirez & Co., Inc.; Goodwin Consulting Group, Inc.

TABLE 5
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
APPRAISED VALUE-TO-LIEN RATIOS

Appraised Value-to-Lien Category	No. of Planned Units	Projected Fiscal Year 2024-25 Special Tax Levy[1]	Percent of Projected Fiscal Year 2024-25 Special Tax Levy	Appraised Value[2]	District Debt[3]*	Average Appraised Value-to-Lien*
10:1 to 15:1	140	$540,667	60.00%	$ 89,587,422	$ 6,623,564	13.53
5:1 to 10:1	95	360,504	40.00	27,891,635	4,416,436	6.32
Total	**235**	**$901,171**	**100.00%**	**$117,479,057**	**$11,040,000**	**10.64**

* Preliminary, subject to change.
(1) Construction status as provided in the Appraisal Report. May not reflect classification of properties for purposes of the Special Tax levy.
(2) Represents an allocation of the bulk market values reported in the Appraisal Report. The allocated values are not indicative of the market values of the groupings or the individual lots.
(3) Equal to the principal amount of the Series 2024 Bonds. Does not include overlapping debt secured by ad valorem taxes on the property. Allocated based on the proportionate share of the Projected Fiscal Year 2024-25 Special Tax Levy.
Sources: Kitty Siino & Associates, Inc.; Ramirez & Co., Inc.; Goodwin Consulting Group, Inc.

Delinquency History

The District commenced the levy of Special Taxes within the District in Fiscal Year 2023-24. The amount levied for Fiscal Year 2023-24 was $282,165.00 on 73 parcels of Taxable Property. The total delinquency amount for Fiscal Year 2023-24 was $5,816.50 accounting for approximately two percent (2%) of the total Special Tax levy for Fiscal Year 2023-24.

PROPERTY OWNERSHIP AND THE DEVELOPMENT

The information provided in this section has been included because it may be considered relevant to an informed evaluation and analysis of the Series 2024 Bonds and the District. No assurance can be given, however, that the proposed development of the property within the District will occur in a timely manner or in the configuration or to the density described herein, or that Lennar Homes, any owners or affiliates thereof, or any other property owner will or will not retain ownership of its respective property within the District. There may be material adverse changes to this information after the date of the Official Statement. Neither the Series 2024 Bonds nor any of the Special Tax are personal obligations of any property owner within the District and, in the event that any property owner defaults in the payment of its Special Tax, the District may proceed with judicial foreclosure on the delinquent property but has no direct recourse to the assets of any property owner or any affiliate thereof. The Series 2024 Bonds are secured solely by the Net Special Tax Revenues and amounts on deposit in certain of the funds and accounts maintained by the Trustee under the Indenture. See "SPECIAL RISK FACTORS" for a discussion of certain of the risk factors that should be considered in evaluating the investment quality of the Series 2024 Bonds. The following information regarding ownership and planned development of the District has been provided by Lennar Homes. No representation is made by the District or the Underwriter as to the accuracy or adequacy of such information so provided.

The Developer

Lennar Homes of California, LLC, a California limited liability company (previously defined as "Lennar Homes") is based in Irvine, California, and has been in the business of developing residential real estate communities in California since 1996. Lennar Homes is wholly-owned by U.S. Home, LLC, a Delaware limited liability company ("U.S. Home"). U.S. Home is wholly-owned by Lennar Corporation, which is based in Miami, Florida ("Lennar Corporation"). Founded in 1954, Lennar Corporation completed its initial public offering in 1971 and listed its common stock on the New York Stock Exchange in 1972. Lennar Corporation's Class A and Class B common stock are listed on the New York Stock Exchange under the symbols "LEN" and "LEN.B." respectively. Lennar Corporation is one of the largest homebuilders in the United States based on home sales revenues and net earnings, and operates under a number of brand names, including Lennar Homes and U.S. Home. Lennar Corporation primarily develops residential communities both within the Lennar Corporation family of builders and through consolidated and unconsolidated partnerships in which Lennar Corporation maintains an interest.

Lennar Corporation is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports, proxy statements, and other information, including financial statements, with the Securities and Exchange Commission (the "SEC"). Such filings, particularly Lennar Corporation's annual report on Form 10-K and its most recent quarterly report on Form 10 Q, may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such filings can also be accessed over the internet at the SEC's website at www.sec.gov. *This internet address is included for reference only and the information on the internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.*

Copies of Lennar Corporation's annual report and related financial statements are available from Lennar Corporation's website at www.lennar.com. This internet address is included for reference only and the information on the internet site is not a part of this Official Statement and is not incorporated by reference into this Official Statement.

Lennar Homes' Development Plan

General Description of the District. The District includes approximately 35.550 gross acres and approximately 33.116 net acres and is located in the southern portion of the City. Lennar Homes is developing the property within the District into two neighborhoods, "Shady Tree," and "Whispering Wind," within a master

planned community known as "Country Lane." Country Lane is part of a multiple phase, multiple master-planned community development known as "Ontario Ranch." Ultimately, Ontario Ranch is planned to contain over 8,200 acres developed as single family residences, multi-family residences, and commercial, industrial and business park property.

Tract Map Status. On December 16, 2021, Final Map Nos. 17449 (Shady Tree) and 17450 (Whispering Wind) for the District were recorded in the recorder's office of San Bernardino County, creating the 235 residential lots that comprise the District.

Current Activity. As of April 1, 2024, the date of value of the Appraisal (defined herein), the District included 137 completed residential units which had closed escrow to individual homeowners, and the Developer owned 6 completed model units (none of which were in escrow), 12 residential units that were over 95% complete (all of which were in escrow), 44 residential units that were in various stages of construction but less than 95% complete (26 of which were in escrow) and 36 finished lots without any home construction thereon (none of which were in escrow). As of May 6, 2024, a total of 148 residential units had been conveyed to individual homeowners, and the Developer owned 10 completed production units (all of which were in escrow), 6 model units (none of which were in escrow), 35 residential units that were in various stages of construction (24 of which were in escrow), and 36 finished lots without any home construction thereon (none of which were in escrow). Homes under contract may not result in closed escrows as sales contracts are subject to cancellation.

Shady Tree. The Shady Tree neighborhood includes 97 proposed single-family dwellings. As of May 6, 2024, Lennar Homes has pulled all 97 building permits in the Shady Tree neighborhood.

The following table sets forth the estimated number of lots, home sizes, and base sales prices for the Shady Tree product line as of May 6, 2024. Sales of homes within the Shady Tree neighborhood began in October 2022 and Lennar Homes expects that construction will be complete within the Shady Tree neighborhood in November 2024.

TABLE 6
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
STATUS OF OWNERSHIP – SHADY TREE
(AS OF MAY 6, 2024)

Floor Plan	Approximate. Square Footage	Total Number of Planned Units[1]	Units Closed to Homeowners	Units Completed But Not Closed to Homeowners[2]	Units Under Construction[3]	Finished Lots[4]	Estimated Base Price[5]
1	2,213	48	34	6	6	2	$733,000
2	2,315	22	15	2	3	2	799,000
3	2,409	27	19	4	3	1	809,000
Totals		**97**	**68**	**12**	**12**	**5**	

[1] The number of units in each plan is an estimate and is subject to change as the market dictates.
[2] Includes 3 model units (completed) owned by Lennar Homes.
[3] Of the 29 Shady Tree residential units owned by Lennar Homes as of May 6, 2024, 21 were under contract to be sold to homeowners.
[4] Finished lot means that such lot has finish grade certification and is able to start home construction.
[5] Base sale prices are estimated as of May 6, 2024. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.

Source: The Developer.

No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation. See "SPECIAL RISK FACTORS — Failure to Develop Properties." Moreover, rising interest rates may affect prospective buyers' willingness

or ability to close escrow or enter into future sales contracts. See "SPECIAL RISK FACTORS — Increasing Mortgage Interest Rates."

Whispering Wind. The Whispering Wind neighborhood includes 138 proposed single family dwellings. As of April 1, 2024, Lennar Homes has pulled all 138 building permits in the Whispering Wind neighborhood..

The following table sets forth the estimated number of lots, home sizes, and base sales prices for the Whispering Wind product line as of May 6, 2024. Sales of homes within the Whispering Wind neighborhood began in October 2022 and Lennar Homes expects that construction will be complete within the Whispering Wind neighborhood in April 2025.

TABLE 7
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
STATUS OF OWNERSHIP – WHISPERING WIND
(AS OF MAY 6, 2024)

Floor Plan	Approximate. Square Footage	Total Number of Planned Units[1]	Units Closed to Homeowners	Units Completed But Not Closed to Homeowners[2]	Units Under Construction[3]	Finished Lots[4]	Estimated Base Price[5]
1	1,618	33	19	1	5	8	$644,250
2	1,800	38	21	1	6	10	689,000
3	2,067	34	20	1	6	7	703,000
4	2,202	33	20	1	6	6	732,000
Totals		**138**	**80**	**4**	**23**	**31**	

(1) The number of units in each plan is an estimate and is subject to change as the market dictates.
(2) Includes 3 model units (completed) owned by Lennar Homes, one in each Floor Plan 2, 3 and 4.
(3) Of the 58 Whispering Wind residential units and lots owned by Lennar Homes as of May 6, 2024, 13 homes were under contract to be sold to homeowners.
(4) Finished lot means that such lot has finish grade certification and is able to start home construction.
(5) Base sale prices are estimated as of May 6, 2024. Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.

Source: The Developer.

No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation. See "SPECIAL RISK FACTORS — Failure to Develop Properties."

Entitlements and Infrastructure. Lennar Homes has obtained all approvals and permits required for development of property within the District except for the remaining approvals required in the normal course of home construction. As of May 6, 2024, all approvals and all construction on backbone infrastructure was complete. Final approval and take over by agencies is pending.

Lennar Homes has completed the major infrastructure (sewer, water, storm drains, utilities, and arterial roads) necessary to develop the property within the District. The substantial majority of the in-tract infrastructure within the District, which primarily consists of streets for individual lot access and associated gutters and landscape improvements, is complete. Other than in-tract infrastructure, no other significant site work infrastructure remains to be constructed in order to complete the development in the District. Lennar Homes expects to complete construction of the in-tract improvements associated with the remaining lots that it owns within the District as home construction on such lots is completed.

Lennar Homes' Financing Plan

To date, Lennar Homes has financed its land acquisition and various site development and home construction costs related to its property in the District through internally generated funds and homes sales revenues. As of May 6, 2024, Lennar Homes had expended approximately $_____ on land acquisition, land development, homebuilding, marketing and sales costs. As of May 6, 2024, Lennar Homes expected to incur approximately $_____ on remaining homebuilding, marketing, and sales costs for its property in the District.

Lennar Homes expects to use home sales revenues and internal funding to complete its development in the District. Lennar Homes believes that it will have sufficient funds available to complete its planned development in the District in accordance with the development schedule described in this Official Statement.

Notwithstanding the belief of Lennar Homes that it will have sufficient funds to complete its planned development in the District, no assurance can be given that sources of financing available to Lennar Homes will be sufficient to complete the property development and home construction as currently anticipated. While Lennar Homes has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither Lennar Homes nor any of its affiliates has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of Lennar Homes to provide internal financing in the past, Lennar Homes has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete Lennar Homes' planned development in the District and other financing by Lennar Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Lennar Homes and portions of the project may not be developed.

SPECIAL RISK FACTORS

The principal source of payment of debt service on the Series 2024 Bonds will be payments of the Special Tax made with respect to the Taxable Property. As discussed under "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS — Special Tax," the Special Tax is to be levied annually against all such Taxable Property either at the maximum rate authorized by the Rate and Method or at such lower rates as are determined by the District Administrator to raise sufficient funds to comply with the agreements, conditions, covenants and terms contained in the Indenture, and in accordance with the Act. The Special Tax is to be collected on the tax roll of the District at the same time and in the same manner as general *ad valorem* real property taxes are collected. The Special Tax cannot be levied at a tax rate higher than the maximum tax rate even if the maximum tax rate will not produce sufficient Net Special Tax Revenues to pay the principal and interest then payable with respect to the Series 2024 Bonds. See discussions below under "— Levy of the Special Tax" and "— Collection of the Special Tax."

Payment of the Special Tax levied on a parcel is secured by a continuing lien against such parcel. In the event an installment of the Special Tax included in the tax bill for a parcel of Taxable Property is not paid when due, the District has covenanted to institute foreclosure proceedings in court to cause the parcel to be sold in order to attempt to recover the delinquent amount from the sale proceeds. Foreclosure and sale may not always result in the recovery of the full amount of delinquent installments of the Special Tax. See "— Collection of the Special Tax." The sufficiency of the foreclosure sale proceeds to cover the delinquent amount depends in part upon the market for and the value of the parcel at the time of the sale. Sufficiency of the foreclosure sale proceeds to cover a delinquency may also depend upon the value of prior or parity liens and similar claims. Further, other governmental claims, such as hazardous substance claims, may affect the realizable value even though such claims may not rise to the status of liens. See "— Hazardous Substances."

Timely foreclosure and sale proceedings with respect to a parcel of Taxable Property may be forestalled or delayed by a stay in the event the owner of the parcel becomes the subject of bankruptcy proceedings. Not only may foreclosure and sale proceedings be forestalled or delayed, but the sale of a parcel may also be similarly

affected by a bankruptcy stay. Further, should the stay not be lifted, payment of the Special Tax may be subordinated to bankruptcy law priorities. See "— Bankruptcy and Legal Delays."

Although bankruptcy proceedings may forestall or delay a foreclosure and sale or a tax sale of a delinquent parcel of Taxable Property, the Special Tax is secured by a lien which, assuming proper procedures are followed, may be enforced against the parcel. There may not be any recourse against a bankrupt property owner since the owner is not personally obligated to pay the Special Tax. Further, if proper disclosure of the authorization of the Special Tax is not made to the owner, the willingness or ability of an owner to pay the Special Tax may be adversely affected. See "— Payment of the Special Tax is Not a Personal Obligation of the Owners."

The District is not obligated to advance funds to pay such debt service except from moneys on deposit in the Reserve Fund. See "— Bonds Are Limited Obligations."

Even if debt service is timely paid, interest on the Series 2024 Bonds may have to be included in the gross income of the owner of the Series 2024 Bonds by reason of some circumstance occurring subsequent to issuance of the Series 2024 Bonds, thereby reducing the after-tax yield. See "— Loss of Tax Exemption."

Risks of Real Estate Secured Investments Generally – Declines in Value

Purchasers of the Series 2024 Bonds will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the District, the supply of or demand for competitive properties in such area, and the market value of property in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules and fiscal policies; and (iii) natural disasters (including, without limitation, earthquakes, wildfires and floods), which may result in uninsured losses. See the caption "— Increasing Mortgage Interest Rates" below.

No assurance can be given that the individual property owners within the District will pay the Special Tax in the future or that they will be able to pay the Special Tax on a timely basis. See the caption " Bankruptcy and Legal Delays" for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels within the District.

Levy of the Special Tax

The principal source of money with which to pay debt service on the Series 2024 Bonds is the proceeds derived from the annual levy and collection of the Special Tax applicable to the Taxable Property in the District. The amount of the Special Tax that can be levied is limited to the maximum tax rates authorized pursuant to the Rate and Method. Additionally, pursuant to Section 53321(d) of the Act, the Special Tax levied against any Assessor's parcel for which an occupancy permit for private residential use has been issued shall not be increased as a consequence of delinquency or default by the owner of any other Assessor's parcel within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. As a result, it is possible that the District may not be able to increase the tax levy to the Assigned Special Tax on residential parcels in all years. The levies cannot be made at higher rates even if the failure to do so would result in insufficient Net Special Tax Revenues to pay the principal of and interest on the Series 2024 Bonds as the same become due and payable.

The levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of a particular parcel and the amount of the levy of the Special Tax against such parcel. Thus, there will rarely, if ever, be a uniform relationship between the value of a parcel and its proportionate share of the debt service on the Series 2024 Bonds. The Special Tax levied in any particular Fiscal Year on a parcel is based upon the revenue needs of the District and the application of the Rate and Method. The application of the Rate and Method will, in turn, be dependent upon certain development factors with respect to each parcel by comparison with similar development factors with respect to the other parcels in the District. Thus, in addition to annual variations in the revenue needs

of the District that must be met from the Special Tax, the following are some of the factors which might cause the levy of the Special Tax on any particular parcel to vary from the Special Tax that might otherwise be expected:

Reduction in the number of parcels of Taxable Property, for reasons such as acquisition of such parcels by a governmental entity and failure of the governmental entity to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining parcels of Taxable Property; and

Failure of the owners of certain parcels of Taxable Property to pay the applicable Special Tax and delays in the collection of or inability to collect such Special Tax by tax sale or foreclosure and sale of the delinquent parcels, thereby resulting in an increased tax burden on the remaining parcels of Taxable Property.

Collection of the Special Tax

The timely payment of the principal of and interest on the Series 2024 Bonds is ultimately dependent upon the timely payment of the Special Tax. Any money on deposit in the Reserve Fund can be used to make such payment in the event of delinquencies, but the replenishment of the Reserve Fund will be dependent on the recovery of such delinquencies. The Indenture provides that the Special Tax is to be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable (or in such other manner as the City Council shall determine, including direct billing of the affected property owners) and, except as provided in the special covenant for foreclosure described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS — Covenant for Superior Court Foreclosure" and in the Act, is to be subject to the same proportionate penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes on real property.

Pursuant to the Act, in the event of any delinquency in the payment of the Special Tax, the District may order the institution of a superior court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. Such judicial foreclosure action is not mandatory. However, the District has covenanted for the benefit of the owners of the Series 2024 Bonds that it will institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installments of the Special Tax under certain circumstances. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS — Covenant for Superior Court Foreclosure." In the event that foreclosure proceedings are commenced, such foreclosure proceedings could be stayed by the commencement of bankruptcy proceedings by or against the owner of the property being foreclosed. In the event that sales or foreclosures of property are necessary, there could be a delay in payments to Owners of the Series 2024 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the District of the proceeds of sale if the Reserve Fund is depleted.

The District may be unable to make full or timely payment of debt service on the Series 2024 Bonds if property owners in the District fail to pay installments of the Special Tax when due, if the Reserve Fund is depleted, or if the District is unable to sell foreclosed parcels for amounts sufficient to cover the delinquent installments of the Special Tax.

Failure to Develop Properties

Development of property within the District may be subject to unexpected delays, disruptions and changes which may affect the willingness and ability of the Developer or any other property owner to pay the Special Tax prior to delinquency. Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental

requirements would adversely affect planned land development. Development of land in the District is also subject to the availability of water. Finally, development of land is subject to economic considerations.

As of April 1, 2024, the District included 137 completed residential units which had closed escrow to individual homeowners and the Developer owned 6 completed model homes (none of which were in escrow) 12 residential units that were over 95% complete (12 which were in escrow), 44 residential units in various stages of construction but less than 95% complete (26 of which were in escrow) and 36 finished lots without any home construction thereon (none of which were in escrow). See "PROPERTY OWNERSHIP AND THE DEVELOPMENT." A detailed description of the status of the construction as of the date of value of the Appraisal is included in APPENDIX B — "APPRAISAL REPORT."

As of April 1, 2024, all of the property within the District had been rough-graded and all sewer, water, storm drains, streets, curbs and gutters were complete to serve all 235 homes planned within the District. See "THE COMMUNITY FACILITIES DISTRICT" and "PROPERTY OWNERSHIP AND THE DEVELOPMENT." However, no assurance can be given that the remaining planned residential development will be partially or fully completed; and for purposes of evaluating the investment quality of the Series 2024 Bonds, prospective purchasers should consider the possibility that such parcels will remain vacant and unimproved.

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Series 2024 Bond Owners should it be necessary for the District to foreclose on the property due to the nonpayment of the Special Tax. The failure to complete development in the District as planned, or substantial delays in the completion of the development may reduce the value of the property within the District and increase the length of time during which the Special Tax will be payable from undeveloped property, and may affect the willingness and ability of the owners of property within the District to pay the Special Tax prior to delinquency.

There can be no assurance that land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, an increase in mortgage interest rates, the income tax treatment of real property ownership, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the property owners to pay the annual Special Tax. In that event, there could be a default in the payment of principal of, and interest on, the Series 2024 Bonds when due.

Series 2024 Bond Owners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of land within the District to pay the Special Tax prior to delinquency.

The payment of principal of and interest on the Series 2024 Bonds is dependent upon the receipt of the Special Tax levied on Developed Property, which includes lots in a finished lot condition. Lots in a finished lot condition also provide less security to the Series 2024 Bond Owners should it be necessary for the District to foreclose on such lot due to the nonpayment of the Special Tax. Furthermore, an inability to develop the land within the District as currently planned will make the Series 2024 Bond Owners dependent upon timely payment of the Special Tax levied on Developed Property, which includes lots in a finished lot condition. A slowdown or stoppage in the continued development of the District could reduce the willingness and ability of the Developer to make Special Tax payments on lots in a finished lot condition and could greatly reduce the value of such property in the event it has to be foreclosed upon.

Concentration of Property Ownership

Based on the ownership status as of April 1, 2024, the Developer is projected to be responsible for approximately 41.34% of the total projected Fiscal Year 2024-25 Special Tax to be levied within the District.

Based on the ownership status as of June 1, 2024, the Special Tax Consultant estimates that the Developer is projected to be responsible for approximately 41.34% of the total projected Fiscal Year 2024-25 Special Tax levy. While the District includes completed homes owned by individual homeowners as of April 1, 2024, the inability or refusal of the Developer to pay the Special Tax applicable to its property when due could result in the depletion of the Reserve Fund prior to replenishment thereof from sale or foreclosure proceedings, and/or insufficient money with which to pay the principal of and interest on the Series 2024 Bonds as the same became due. Additionally, pursuant to the Act, the Special Tax levied in any fiscal year against any parcel of residential property in the District may not be increased as a consequence of delinquency or default by the owners of any other parcels within the District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or default. As a result, while the Maximum Special Tax pursuant to the Rate and Method may be higher, the Maximum Special Tax on parcels of residential parcels cannot be greater than 110% of the projected actual Special Tax levy on such parcels.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method. In addition, the Act provides that properties or entities of the State, federal or local government are exempt from the Special Tax; provided, however, that property in the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. In addition, the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment. The constitutionality and operation of these provisions of the Act have not been tested.

In particular, insofar as the Act requires payment of the Special Tax by a federal entity acquiring property in the District, it may be unconstitutional. If for any reason property in the District becomes exempt from taxation by reason of ownership by a nontaxable entity such as the federal government or another public agency, subject to the limitation of the maximum authorized rates, the Special Tax will be reallocated to the remaining Taxable Properties in the District. This would result in the owners of such property paying a greater amount of the Special Tax and could have an adverse impact upon the timely payment of the Special Tax. Moreover, if a substantial portion of property in the District becomes exempt from the Special Tax because of public ownership, or otherwise, the Maximum Annual Special Tax which could be levied upon the remaining acreage might not be sufficient to pay principal of and interest on the Series 2024 Bonds when due and a default would occur with respect to the payment of such principal and interest.

Constitutional Limitations on Taxation and Appropriations

Articles XIIIA and XIIIB of the California Constitution. On June 6, 1978, California voters approved an amendment to the California Constitution, commonly known as Proposition 13 (the Jarvis/Gann Initiative), which added Article XIIIA to the California Constitution. The effect of Article XIIIA is to significantly limit the imposition of new *ad valorem* taxes, special taxes, transaction taxes, and sales taxes. On November 7, 1978, California voters approved Proposition 8, which made certain clarifications to Article XIIIA.

Article XIIIA of the California Constitution limits the amount of *ad valorem* taxes on real property to 1% of "full cash value" as determined by the county assessor. Article XIIIA defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The "full cash value" is subject to annual adjustment to reflect increases, not to exceed 2% per year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and allows local governments to raise their property tax rates above the constitutionally

mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. Article XIIIA requires a vote of two-thirds of the qualified electorate to impose special taxes on real property, while otherwise generally precluding the imposition of any additional *ad valorem* taxes, special taxes, transaction taxes, and sales taxes. In addition, Article XIIIA requires the approval of two-thirds of all members of the California Legislature to change any State laws resulting in increased tax revenues.

Enactment of Article XIIIA has reduced the amount of general property tax revenues received by the City. This reduction in such revenues makes it less likely that the City or the District will have surplus funds, other than the Reserve Fund for the Series 2024 Bonds, with which to advance funds to make any payments or to cure any deficiency in the Interest Account or Principal Account of the Special Tax Fund, should the City or the District, as applicable, in the exercise of its discretion, choose to do so. If there are additional delinquencies after exhaustion of funds in the Reserve Fund for the Series 2024 Bonds, none of the City or the District has any obligation to transfer into the Interest Account or Principal Account of the Special Tax Fund the amount of any such delinquencies out of any surplus moneys of the City.

On July 2, 1979, the Fifth District Court of Appeal rendered a 3-0 decision in the case of *County of Fresno v. Malmstrom* (94 Cal.App.3d 974), that determined that special assessments are not subject to the limitations of Article XIIIA (Proposition 13). The Court held the one percent tax limitation imposed by California Constitution Article XIIIA on *ad valorem* taxes does not apply to special assessments levied pursuant to the Improvement Act of 1911 (Streets and Highways Code, Section 5000 et seq., the relevant portions of which are incorporated in the 1915 Act) and the 1913 Act. The Court further held that because special assessments pursuant to such acts are not within the definition of "special taxes" in Article XIIIA, the Constitution does not require the levy of assessments and the issuance of bonds to be approved by a two-thirds vote of the qualified electors in an assessment district. On September 12, 1979, the California Supreme Court refused to hear an appeal of the lower court's decision.

At the November 6, 1979, general election, Proposition 4 (the Gann Initiative) was approved by the voters of California. Such proposition added Article XIIIB to the California Constitution.

Article XIIIB of the California Constitution limits the annual appropriations of the State and of any city, county, school district, authority, or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the governmental entity. The "base year" for establishing such appropriation limit is the Fiscal Year 1978-79 and the limit is to be adjusted annually to reflect changes in population, consumer prices and certain increases in the cost of services provided by these public agencies.

Appropriations subject to Article XIIIB generally include the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance, and disability insurance funds. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to an entity of government from (i) regulatory licenses, user charges, and user fees (but only to the extent such proceeds exceed the cost of providing the service or regulation), and (ii) the investment of tax revenues. Article XIIIB includes a requirement that if an entity's revenues in any year exceed the amounts permitted to be spent, the excess would have to be allocated to fund schools or be returned by revising tax rates or fee schedules over the subsequent two years.

On December 17, 1980, the Third District Court of Appeal rendered a 3-0 decision in the case *County of Placer v. Corin* (113 Cal. App. 3d 443) that determined that special assessments are not subject to the limitation of Article XIIIB (Proposition 4). The Court held that the definition of "proceeds of taxes" imposed by California Constitution Article XIIIB does not apply to special assessments and improvement bonds issued pursuant to the 1915 Act and the 1913 Act. The decision of the Court was not appealed.

The enactment of Article XIIIA of the California Constitution (Proposition 13) and subsequent legislative enactments effectively repeal the otherwise mandatory duty on the part of the City, under the 1915 Act, to levy and collect a special tax (in an amount necessary to meet delinquencies, but not to exceed ten cents on each $100 of assessable property within the City in any one year) if other funds are not available to cover delinquencies.

In early 1990, the U.S. Supreme Court struck down as a violation of equal protection certain property tax assessment practices in West Virginia, which had resulted in vastly different assessments of similar properties. Since Article XIIIA provides that property may only be assessed up to 2%, per year, except upon change of ownership or new construction, recent purchasers may pay substantially higher property taxes than long-time owners of comparable property in a community. The Supreme Court in the West Virginia case expressly declined to comment in any way on the constitutionality of Article XIIIA.

Based on this decision, however, property owners in California brought three suits challenging the acquisition value assessment provisions of Article XIIIA. Two cases involve residential property and one case involves commercial property. In all three cases, State trial and appellate courts have upheld the constitutionality of Article XIIIA's assessment rules and concluded that the West Virginia case did not apply to California's laws. On June 3, 1991, the U.S. Supreme Court agreed to hear the appeal in the challenge relating to commercial property, but the plaintiff subsequently decided to drop the case.

On October 7, 1991, the U.S. Supreme Court granted the plaintiff's petition for a writ of certiorari and agreed to hear the *Nordlinger v. Lynch* case. On June 18, 1992, the U.S. Supreme Court affirmed the Nordlinger decision (112 U.S. 2326) of the California Court of Appeal, Second Appellate District, which previously held that Article XIIIA does not violate the U.S. Constitution.

The City cannot predict whether any other pending or future challenges to the State's present system of property tax assessment will be successful, when the ultimate resolution of any challenge will occur, or the ultimate effect any decision regarding the State's present system of property tax assessment will have on the City's revenues or on the State's financial obligations to local governments.

Articles XIIIC and XIIID of the California Constitution. Proposition 218, a state ballot initiative known as the "Right to Vote on Taxes Act," was approved by California voters on November 6, 1996. Proposition 218 added Articles XIIIC and XIIID to the State Constitution, and, with the exception of certain provisions, Articles XIIIC and XIIID became effective on November 6, 1996.

Among other things, Proposition 218 imposed certain voting requirements and other limitations on the imposition of new or increased taxes, assessments, and property-related fees and charges. Under Proposition 218 (i) all taxes imposed by local governments are deemed to be either general taxes, or special taxes, (ii) no local government may impose, extend, or increase any general tax unless and until such tax is submitted to the electorate and approved by a majority vote, and (iii) no local government may impose, extend, or increase any special tax unless and until such tax is submitted to the electorate and approved by a two-thirds vote. Special purpose districts, including community facilities districts and assessment districts, have no power to levy general taxes. The City believes that the issuance of the Series 2024 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, or Proposition 218, as applicable, other than as described herein.

Proposition 218 provides that the initiative power shall "not be prohibited or otherwise limited in matters reducing or repealing any local tax, assessment, fee or charge..." Thus, Proposition 218 removes limitations on the initiative power in matters of, among other things, the Special Tax. Consequently, it is conceivable that the voters of the City or the District could, by future initiative, repeal, reduce, or prohibit the future imposition or increase of any Special Tax, subject to overriding federal constitutional principles relating to impairment of contracts.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the

ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Special Taxes for general governmental purposes require a majority vote and taxes for specific purposes require a two-thirds vote.

Although the applicable provisions of Article XIIIC have not been interpreted by the courts, the City believes that the initiative power cannot be used to reduce or repeal the unpaid Special Tax that are pledged as security for payment of the Series 2024 Bonds or to otherwise interfere with the mandatory, statutory duty of the City and the County Auditor with respect to the unpaid Special Tax that are pledged as security for payment of the Series 2024 Bonds.

The Appellate District, Division One, issued its opinion in 2014 in *City of San Diego v. Melvin Shapiro, et al.* (228 Cal. App. 4th 756) (the "San Diego Decision"). The case involved a Convention Center Facilities District (the "CCFD") established by the City of San Diego. The CCFD is a financing district much like a community facilities district established under the provisions of the Act. The CCFD is comprised of all of the real property in the entire City of San Diego. However, the special tax to be levied within the CCFD was to be levied only on hotel properties located within the CCFD.

The election authorizing the special tax was limited to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel is located. Thus, the election was not a registered voter election. Such approach to determining who would constitute the qualified electors of the CCFD was modeled after Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the special tax. The Court held that the CCFD special tax election was invalid under the California Constitution because Article XIIIA, Section 4 thereof and Article XIIIC, Section 2 thereof require that the electors in such an election be the registered voters within the district.

The facts of the San Diego Decision show that there were hundreds of thousands of registered voters within the CCFD (viz., all of the registered voters in the City of San Diego). There were no registered voters in the District at the time of formation. In the San Diego Decision, the Court expressly stated that it was not addressing the validity of landowner voting to impose special taxes pursuant to the Act in situations where there are fewer than 12 registered voters. Thus, by its terms, the Court's holding does not apply to the Special Tax elections in the District. Moreover, Section 53341 of the Act provides that any "action or proceeding to attack, review, set aside, void or annul the levy of a special tax…shall be commenced within 30 days after the special tax is approved by the voters." Similarly, Section 53359 of the Act provides that any action to determine the validity of bonds issued pursuant to the Act be brought within 30 days of the voters approving the issuance of such bonds. On May 19, 2020, Esperanza PA 4 Venture and Esperanza PA 10 Venture, the qualified voters within the District at the time of the election, approved the Special Tax and the issuance of bonds. Based on Sections 53341 and 53359 of the Act and analysis of existing laws, regulations, rulings and court decisions, the City believes the Special Tax is being levied in accordance with the Rate and Method.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

Taxpayer Protection and Government Accountability Act Initiative

From time to time constitutional initiatives or other initiative measures may be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State or any political subdivision thereof, including the City, to increase revenues or to increase appropriations, or might affect the ability of the District to collect the Special Taxes.

One such proposed voter initiative, titled "The Taxpayer Protection and Government Accountability Act" ("Initiative 1935") has been determined to be eligible for the November 2024 Statewide general election and, unless withdrawn by its proponent prior to June 27, 2024, will be certified as qualified for the ballot in such election. Initiative 1935 would, among other things, amend the State Constitution to impose additional requirements for the imposition of taxes by State and local governments, such as requirements that the title and summary and ballot label or question for each tax measure identify the type, amount or rate, duration, and use of revenue of the tax (the "Initiative 1935 Ballot Label Requirements"). Additionally, Initiative 1935 would provide that any tax imposed after January 1, 2022, not in compliance with its requirements is void 12 months after the effective date of Initiative 1935 unless subsequently reenacted in accordance therewith. If adopted, the scope and impact of Initiative 1935 would be subject to future judicial interpretation. The District is unable to predict how Initiative 1935, if adopted, might be interpreted by the courts, and there can be no assurance that any such interpretation would not have an adverse impact on the District's ability to levy and collect the Special Taxes.

As described in this Official Statement, at the election held on October 17, 2017, the qualified electors within the District, consisting solely of the landowner that at the time owned all of the property within the boundaries of the District not exempt from the Special Taxes levied pursuant to the Original Rate and Method, voted to approve the measure to levy the Special Taxes pursuant to the Original Rate and Method. The Special Taxes levied pursuant to the Original Rate and Method were imposed prior to January 2, 2022 and, therefore, would not , if Initiative 1935 is adopted, be subject to the provisions thereof. At the election held on July 19, 2022, the qualified electors within the District, consisting solely of the landowner that at the time owned all of the property within the boundaries of the District not exempt from the Special Taxes levied pursuant to the Rate and Method (the "Landowner Elector"), voted to approve the measure to levy the Special Taxes pursuant to the Rate and Method, which increased certain of the rates of the Special Taxes above those in the Original Rate and Method. As the Special Taxes levied pursuant to the Rate and Method were imposed after January 1, 2022, such Special Taxes would, if Initiative 1935 is adopted, be subject to the provisions thereof.

In connection with the July 19, 2022 election to approve the measure to levy the Special Taxes pursuant to the Rate and Method, the Landowner Elector, as the sole qualified elector, waived all requirements as to the form of the ballot for such election, any requirement pertaining to the conduct of such election, including any requirements as to form or content of election materials and any and all defects in procedure in any proceedings to levy the Special Taxes pursuant to the Rate and Method or in the conduct of such election, whether known or unknown (other than, in the case of the election, the right to have ballots accurately counted). In its Affirmation of Waiver, dated March 1, 2024, the Landowner Elector acknowledged, confirmed and agreed that each such waiver the Landowner Elector was a knowing, intelligent and voluntary waiver and that such waivers by the Landowner Elector encompass, and constitute, a waiver of the Initiative 1935 Ballot Label Requirements and the Landowner Elector affirmed therein that it had waived the Initiative 1935 Ballot Label Requirements.

Maximum Special Tax

Within the limits of the Special Tax, the District may adjust the Special Tax levied on all property in the District to provide an amount required to pay interest on and principal of the Series 2024 Bonds, and the amount, if any, necessary to cure delinquencies and replenish the Reserve Fund to an amount equal to the Reserve Requirement for the respective Bonds and to pay Administrative Expenses. However, the amount of the Special Tax that may be levied against any property in the District is subject to the Maximum Special Tax applicable to it. There is no assurance that the Maximum Special Tax on the property in the District will be sufficient to pay the amounts required to be paid by the Indenture at all times. Additionally, pursuant to the Act, the Special Tax levied in any fiscal year against any parcel of residential property in the District may not be increased as a consequence of delinquency or default by the owners of any other parcels within the District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS — Special Tax."

Payment of the Special Tax is Not a Personal Obligation of the Owners

An owner of a parcel of Taxable Property is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation only against the parcel of Taxable Property. If the value of a parcel is not sufficient, taking into account other obligations also payable thereby, to fully secure the Special Tax, the District has no recourse against the owner.

Disclosures to Future Purchasers

The District has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a parcel of land, a home or a commercial or industrial facility in the District or the lending of money thereon. The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello–Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Parity Taxes and Special Assessments

The ability or willingness of a property owner in the District to pay the Special Tax could be affected by the existence of other taxes and assessments imposed upon the property. The Special Tax and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special tax and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes, other special taxes, and certain special assessments regardless of when they are imposed upon the same property. The Special Tax has priority over all existing and future private liens imposed on the property. In addition, other public agencies whose boundaries overlap those of the District could, with or in some circumstances without the consent of the owners of the land in the District, impose additional taxes or assessment liens on the property in the District in order to finance public improvements to be located inside or outside of the District.

The District has no control over the ability of other entities and districts to issue indebtedness secured by special tax or assessments payable from all or a portion of the property in the District. In addition, the City is not prohibited itself from establishing assessment districts, community facilities districts or other districts which might impose assessments or taxes against property in the District. In the event any additional improvements are financed pursuant to the establishment of an assessment district, community facilities district or other district, any taxes or assessments levied to finance such improvements will have a lien on a parity with the lien of the Special Tax. The imposition of additional liens on a parity with the Special Tax could reduce the ability or willingness of the property owners to pay the Special Tax and increase the possibility that foreclosure proceeds will not be adequate to pay delinquent Special Tax or the principal of and interest on the Series 2024 Bonds when due.

Depletion of Reserve Fund

The Reserve Fund is to be maintained at an amount equal to the Reserve Requirement. Money in said fund may be used to pay debt service on the Series 2024 Bonds in the event the proceeds of the levy and collection of the Special Tax against property in the District are insufficient. If funds in the Reserve Fund are used to pay debt service on the Series 2024 Bonds, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid pursuant to the Indenture. However, no replenishment from the proceeds of a levy of the Special Tax can occur as long as the proceeds that

are collected from the levy of the Special Tax at the maximum tax rates, together with other available funds, remain insufficient to pay all such amounts. Thus, it is possible that the Reserve Fund will be depleted by its use to pay such amounts and will not be replenished by the levy of the Special Tax. There is no assurance that the amount in the Reserve Fund will, at any particular time, be sufficient to pay all such amounts or that any amounts of the Reserve Requirement used for debt service on the Series 2024 Bonds will be fully replenished from the proceeds of the levy and collection of the Special Tax.

Bankruptcy and Legal Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. In addition, the prosecution of a foreclosure action could be delayed due to crowded local court calendars or delays in the legal process. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the obligation to pay the Special Tax to become extinguished, the bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings because federal bankruptcy laws may provide for an automatic stay of foreclosure and sale of tax sale proceedings. Any such delays could increase the likelihood of a delay or default in payment of the principal of and interest on the Series 2024 Bonds and the possibility of delinquent tax installments not being paid in full. Moreover, if the value of the subject property is less than the lien of the Special Tax, such excess could be treated as an unsecured claim by the bankruptcy court. Further, should remedies be exercised under the federal bankruptcy laws against Taxable Property, payment of the Special Tax may be subordinated to bankruptcy law priorities. Thus, certain claims may have priority over the Special Tax in a bankruptcy proceeding even though they would not outside of a bankruptcy proceeding.

FDIC/Federal Government Interests In Properties

The ability of the District to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Tax may be limited in certain respects with regard to parcels in which the Federal Deposit Insurance Corporation (the "FDIC"), or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of the FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the District may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than *ad valorem* taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-*ad valorem* taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the nonpayment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California, in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that

ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The District is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of Taxable Property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or in the event a private deed of trust secured by a parcel of Taxable Property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Tax may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of Taxable Property but does not pay taxes and assessments levied on the parcel (including the Special Tax), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Tax, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Tax and preserve the federal government's mortgage interest.

The District's remedies may also be limited in the case of delinquent Special Tax with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Geologic, Topographic and Climatic Conditions

The District, like all California communities, may be subject to unpredictable seismic activity, fires, flood, or other natural disasters. Southern California is a seismically active area. Seismic activity represents a potential risk for damage to buildings, roads, bridges and property within the District. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such event. The District is not located within an identified earthquake study zone.

No known active earthquake faults cross the District and the nearest active earthquake fault to the District is the Chino Fault, located approximately 6.6 miles southwest of the District. Other known regional active faults that could affect the site include the Whittier, Elsinore-Glen Ivy, San Jose, Cucamonga, Sierra Madre, San Jacinto-San Bernardino segment, Puente Hills and San Andreas faults.

The Federal Emergency Management Agency has determined that the District is located in a Zone "X" flood area (an area of minimal flooding, within the 500-year flood plain), and flood insurance will not be required. The area is protected by a levee.

In recent years, portions of Southern California have experienced wildfires that have burned thousands of acres and destroyed thousands of homes and structures, even in areas not previously thought to be prone to wildfires. While the District is not aware of any particular risk of wildfire within the District, there can be no assurances that wildfires won't occur within the District. Property damage due to wildfire could result in a significant decrease in the market value of property in District and in the ability or willingness of property owners to pay the Special Tax when due.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Special Tax when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Tax.

Hazardous Substances

While governmental taxes, assessments, and charges are a common claim against the value of a parcel of Taxable Property, other less common claims may be relevant. One example is a claim with regard to a hazardous substance.

In general, the owners and operators of a parcel of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of the property that is realizable upon a delinquency and foreclosure.

While the District is not aware that the owner (or operator) of any of Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the District is not aware of them. The Developer has also represented to the District that it is not aware of any federally or State classified hazardous substances located on its property within the District.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel of Taxable Property that is realizable upon a delinquency.

No Acceleration Provision

The Indenture does not contain a provision allowing for the acceleration of the Series 2024 Bonds in the event of a payment default or other default under the terms of the Series 2024 Bonds or the Indenture.

Bonds Are Limited Obligations

Neither the faith and credit nor the taxing power of the District (except to the limited extent set forth in the Indenture), the City, the State, or any political subdivision thereof, is pledged to the payment of the Series 2024 Bonds. The Series 2024 Bonds are limited obligations of the District; and, except as provided in the Indenture, they are payable solely from Net Special Tax Revenues and the other assets pledged therefor under the Indenture. Net Special Tax Revenues could be insufficient to pay debt service on the Series 2024 Bonds as a result of delinquencies in the payment of the Special Tax or the insufficiency of proceeds derived from the sale of land within the District following a delinquency in the payment of the applicable Special Tax. Neither the City nor the District has any obligation to pay debt service on the Series 2024 Bonds in the event of insufficient Net

Special Tax Revenues, except to the extent that money is available for such purpose in the Reserve Fund. The District's only obligation with respect to delinquent Special Tax is to pursue judicial foreclosure proceedings under the circumstances described in the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS — Covenant for Superior Court Foreclosure."

Loss of Tax Exemption

As discussed under "TAX MATTERS," interest on the Series 2024 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance, as a result of acts or omissions of the District subsequent to the issuance of the Series 2024 Bonds in violation of the District's covenants with respect to the Series 2024 Bonds. Should interest become includable in gross income, the Series 2024 Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity or unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Tax.

Potential Early Redemption of Bonds from Special Tax Prepayments

Property owners within the District are permitted to prepay their Special Tax at any time. Such payments will result in a mandatory redemption of Series 2024 Bonds from Special Tax prepayments on the Interest Payment Date for which timely notice may be given under the Indenture following the receipt of such Special Tax prepayment. The resulting redemption of Series 2024 Bonds purchased at a price greater than par could reduce the otherwise expected yield on such Series 2024 Bonds. See "THE SERIES 2024 BONDS — Redemption — Mandatory Redemption from Special Tax Prepayments."

No Teeter Plan

Although the San Bernardino County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments.

Cybersecurity

Municipal agencies, like other business entities, face significant risks relating to the use and application of computer software and hardware. Recently, there have been significant cybersecurity incidents affecting municipal agencies, including a freeze affecting computer systems of the City of Atlanta, an attack on the City of Baltimore's 911 system, an attack on the Colorado Department of Transportation's computers and an attack that resulted in the temporary closure of the Port of Los Angeles' largest terminal.

The City employs a multi-layer cyber protection scheme that includes third party consultant assistance, next-generation firewalls, anti-virus software, anti-spam/malware software, intrusion detection/prevention, domain name system filtering services, duplicate systems in a disaster recovery site and multiple copies of all information that is backed up. The City implements recommended strategies suggested by security vendors and makes internal system changes as needed. To date, the City has not experienced a significant attack on its computer operating systems. However, there is no assurance that a future attack or attempted attack would not result in disruption of City operations. The City expects that any such disruptions would be temporary in nature.

Impact of Economic Conditions on the Development in the District

Certain events and factors which negatively affect the regional, State and national economies could have an adverse effect on the pace at which the merchant builders are able to complete and sell homes and demand by and the ability of individuals to purchase homes within the District. Such events and factors could include rising

inflation and interest rates, persistent supply chain issues, further impacts of the COVID-19 pandemic and global market instability caused by the war in Ukraine. Any adverse impact of the foregoing and other economic factors on the projects in the District and the real estate market in general cannot be predicted.

Increasing Mortgage Interest Rates

Thirty-year fixed mortgage interest rates have increased substantially within the past year and are expected to continue to increase in the near term. Increases in mortgage interest rates could have a negative impact on the estimated absorption rates of the planned for-sale residential units in the District described herein. With respect to entry-level households, increased mortgage interest rates may adversely impact the affordability of homes and may increase mortgage payment levels for owning a lower-priced home relative to renting a residence, thereby making purchasing less attractive. With respect to move-up households, higher mortgage interest rates may impact the desire of current homeowners to move from their present home due to the fact that their present home likely has a relatively low mortgage interest rate. In addition, the new home would likely have a higher interest rate on a new mortgage loan as well as higher purchase price and property taxes. Such considerations may decrease the desire for move-up households to purchase a new home.

CONTINUING DISCLOSURE

District Continuing Disclosure Agreement

Pursuant to the District Continuing Disclosure Agreement, the District has agreed to provide, or cause to be provided, to the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found on the Internet at www.emma.msrb.org ("EMMA") on an annual basis, commencing April 1, 2025, certain financial information and operating data concerning the District. The District has further agreed to provide notice to EMMA of certain listed events. The District's covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission.

The District has not previously entered into any undertaking with respect to Rule 15c2-12. However, the City and its related governmental entities (the "City Entities") for whom City staff is responsible for undertaking compliance with continuing disclosure undertakings have previously entered into numerous disclosure undertakings under the Rule 15c2-12 in connection with the issuance of long-term obligations.

In order to ensure ongoing compliance with its continuing disclosure undertakings, the City has designated staff members within the Financial Services Agency with the responsibility of ensuring timely and complete filings. In addition, the City has retained an outside consultant to conduct periodic reviews of City compliance.

Within the last five years, the City and the City Entities have not failed to timely comply with their respective prior continuing disclosure obligations under Rule 15c2-12 in all material respects except that certain information with respect to outstanding indebtedness of the City was not included in the Fiscal Year 2021 annual report for the Ontario Public Financing Authority 2017 Lease Revenue Refunding Bonds, the City of Ontario 2020 Taxable Pension Obligations Bonds and the Ontario Public Financing Authority 2021 Lease Revenue Refunding Bonds, Series A (Federally Taxable); the City's Fiscal Years 2020-21 and 2022-23 audited financial statements were not available at the time of the filing of 2021 and 2023 respective annual reports. The 2021 audited financial statement has since been posted and such information is included in the notes to the City's Fiscal Year 2020-21 audited financial statements. However, the 2023 audited financial statements have not yet been finalized. The City anticipates filing 2023 audited financial statements upon completion and presentation to the City Council. The full text of the form of the District Continuing Disclosure Agreement is set forth in APPENDIX G.

Developer Continuing Disclosure Certificate

Although the Underwriter has concluded that Lennar Homes is not an obligated person under Rule 15c2-12, pursuant to the Developer Continuing Disclosure Certificate, Lennar Homes has agreed to provide, or cause

to be provided, to EMMA, on a semi-annual basis certain information concerning Lennar Homes and its property ownership and development within the District. Lennar Homes has further agreed to provide notice to EMMA of certain listed events. Lennar Homes' obligation to provide semi-annual reports and notices of certain listed events will terminate upon the earlier to occur of certain events, including at such time as Lennar Homes owns no more than __ of the residential lots in the District subject to the Special Tax levy. A default under the Developer Continuing Disclosure Certificate will not, in itself, constitute an Event of Default under the Indenture, and the sole remedy under the Developer Continuing Disclosure Certificate in the event of any failure of Lennar Homes or the dissemination agent, as applicable, to comply with the Developer Continuing Disclosure Certificate will be an action to compel performance. See APPENDIX H — "FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE" for a description of the specific nature of the semi-annual reports to be filed by Lennar Homes and notices of listed events to be provided by Lennar Homes.

Neither the District nor the City has considered, or reached any conclusion as to, whether or not Lennar Homes is an obligated person under Rule 15c2-12 and takes no responsibility for any such conclusion. Additionally, neither the District nor the City has participated in the preparation, negotiation or implementation of the Developer Continuing Disclosure Certificate or in discussions regarding the form or content thereof. The District and the City take no responsibility for such form or content or for the adequacy of the Developer Continuing Disclosure Certificate for its intended purpose.

None of the District, the City or the Trustee is a party to the Developer Continuing Disclosure Certificate, and none of the District, the City or the Trustee has any obligation or responsibility to monitor, nor any right or obligation to enforce, compliance by Lennar Homes with its undertaking pursuant to the Developer Continuing Disclosure Certificate, and none of the District, the City or the Trustee will be so monitoring or enforcing such compliance.

Lennar Homes Continuing Disclosure Compliance. To the actual knowledge of Lennar Homes, other than as disclosed below, in the last five years, Lennar Homes has not failed to comply in any material respects with its previous continuing disclosure undertakings, specifically regarding its requirement to provide developer periodic reports or to provide notice of occurrence of enumerated events. However, (i) in connection with the $16,780,000 California Municipal Finance Authority Special Tax Revenue Bonds BOLD Program Series 2020B, Lennar Homes inadvertently failed to file the initial semi-annual report by the due date of May 1, 2021, but filed a curative report on May 21, 2021 and (ii) in connection with the $5,795,000 City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2021B, Lennar Homes inadvertently failed to file the initial annual report by the due date of April 1, 2023, but filed a curative report on September 21, 2023.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series 2024 Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the Series 2024 Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2024 Bonds. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX D hereto.

To the extent the issue price of any maturity of the Series 2024 Bonds is less than the amount to be paid at maturity of such Series 2024 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2024 Bonds), the difference constitutes "original issue discount," the accrual of which, to

the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Series 2024 Bonds which is excluded from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2024 Bonds is the first price at which a substantial amount of such maturity of the Series 2024 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2024 Bonds accrues daily over the term to maturity of such Series 2024 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2024 Bonds to determine taxable gain or loss upon trade or business disposition (including sale, redemption, or payment on maturity) of such Series 2024 Bonds. Beneficial Owners of the Series 2024 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2024 Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Series 2024 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2024 Bonds is sold to the public.

Series 2024 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Series 2024 Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Series 2024 Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Series 2024 Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Series 2024 Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2024 Bonds. The District has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series 2024 Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2024 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2024 Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Series 2024 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2024 Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Series 2024 Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2024 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series 2024 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the District, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The District has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Series 2024 Bonds ends with the issuance of the Series 2024 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the District or the Beneficial Owners regarding the tax-exempt status of the Series 2024 Bonds in the event of an audit examination by the IRS. Under current procedures, Beneficial Owners would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the District legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2024 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2024 Bonds, and may cause the District or the Beneficial Owners to incur significant expense.

Payments on the Series 2024 Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of Series 2024 Bonds may be subject to backup withholding with respect to "reportable payments," which include interest paid on the Series 2024 Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Series 2024 Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

ABSENCE OF LITIGATION

In connection with the issuance of the Series 2024 Bonds, Best Best & Krieger LLP ("Issuer's Counsel") will deliver an opinion to the effect that, to Issuer's Counsel's current actual knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending (notice of which has been served on the City or the District) or to the Issuer's Counsel's current actual knowledge, threatened, wherein an unfavorable decision, ruling or finding, against or affecting the City or the District, would adversely impact the ability of the City or the District to complete the transactions described in, or contemplated by, the Indenture or this Official Statement, restrain or enjoin the collection of the Special Tax, or in any way contest or affect the validity of the Series 2024 Bonds, the Indenture, the Special Tax, or the transactions described herein.

ABSENCE OF RATINGS

The District has not made, and does not contemplate making, application to any rating organization for a rating on the Series 2024 Bonds.

CERTAIN LEGAL MATTERS

The validity of the Series 2024 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District. A copy of the form of such approving opinion is attached hereto as APPENDIX D. Copies of such approving opinion will accompany each Series 2024 Bond. Bond Counsel has not undertaken any responsibility for the accuracy, completeness or fairness of the Official Statement or other offering materials relating to the Series 2024 Bonds and expresses no opinion relating thereto. Certain legal matters will be passed upon for the City and the District by Best Best & Krieger LLP, Ontario, California, as the Issuer's Counsel and by Best Best & Krieger LLP, Riverside, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California.

Although it is serving as Bond Counsel to the District in connection with the issuance and sale of the Series 2024 Bonds, Bond Counsel represents the Underwriter in connection with other financings and matters unrelated to the Series 2024 Bonds.

UNDERWRITING

The Series 2024 Bonds are being purchased by Samuel A. Ramirez & Co., Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Series 2024 Bonds at a price of $_____being the $_____ aggregate principal amount thereof, [plus/less] net original issue [premium/discount] of $_____ and less Underwriter's discount of $_____). The purchase agreement relating to the Series 2024 Bonds provides that the Underwriter will purchase all of the Series 2024 Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in the purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Series 2024 Bonds to certain dealers and others at prices lower than the offering price stated on the cover page thereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Municipal Advisor, Bond Counsel, Disclosure Counsel, Underwriter, and Underwriter's Counsel are contingent upon the issuance and delivery of the Series 2024 Bonds.

MUNICIPAL ADVISOR

The District has retained Urban Futures, Inc., Walnut Creek, California, as municipal advisor (the "Municipal Advisor") for the sale of the Series 2024 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

Urban Futures, Inc. is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Series 2024 Bonds. Quotations and summaries and explanations of the Series 2024 Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the City Manager of the City has been duly authorized by the City Council of the City of Ontario acting in its capacity as the legislative body of the District.

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)

By: _____
City Manager

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South – Facilities) ("CFD No. 35") and collected each Fiscal Year, commencing in Fiscal Year 2018-19, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 35, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 35: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 35 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 35 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 35 of complying with City, CFD No. 35, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 35 related to the analysis and reduction, if any, of the Special Tax on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 35 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 35; and amounts estimated or advanced by the City or CFD No. 35 for any other administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 35 under the Act and payable from Special Taxes.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 35 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 19" means City of Ontario Community Facilities District No. 19 (Countryside Phase 1 – Services).

"CFD No. 35" means City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South – Facilities).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 35.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax, or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof (e.g., property owner association assessments).

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2017, and before May 1 of the prior Fiscal Year.

"Expected Residential Lot Count" means 235 Buildable Lots of Single Family Property or, as determined by the CFD Administrator, the number of Buildable Lots of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

"Facilities" means the public facilities authorized to be financed, in whole or in part, by CFD No. 35.

"Final Mapped Property" means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

"Final Subdivision Map" means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded in accordance with California Civil Code Section 4285 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Table 1 below.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 35 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"Maximum Special Tax" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Minimum Sale Price" means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued by the City permitting the construction of one or more non-residential structures or facilities.

"Other Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

"Outstanding Bonds" means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 35 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 35 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 35, (ii) the City, (iii) any owner of real property in CFD No. 35, or (iv) any real property in CFD No. 35, and (e) is not connected with CFD No. 35 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 35 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 35 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Proportionately" means (a) for Developed Property in the first step of Section D below, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property; however, for Developed Property in the fourth step of Section D below, Proportionately means that the amount of the increase above the Assigned Special Tax, if necessary, is equal for all Assessor's Parcels of Developed Property, except that if the Backup Special Tax limits the increase on any Assessor's Parcel(s), then the amount of the increase shall be equal for the remaining Assessor's Parcels; (b) for Final Mapped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Final Mapped Property; (c) for Undeveloped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property; (d) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property Owner Association Property; and (e) for Taxable Public Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Public Property" means, for each Fiscal Year, property within the boundaries of CFD No. 35 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Amended and Restated Rate and Method of Apportionment of Special Tax.

"Residential Floor Area" means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor's Parcel, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 35. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor's Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

"Services" means the services authorized to be financed, in whole or in part, by CFD No. 35.

"Single Family Attached Property" means all Assessor's Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures that meet the statutory definition of a condominium contained in California Civil Code Section 4125.

"Single Family Detached Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

"Single Family Property" means all Assessor's Parcels of Single Family Attached Property and Single Family Detached Property.

"Special Tax" means the special tax authorized by the qualified electors of CFD No. 35 to be levied within the boundaries of CFD No. 35.

"Special Tax Requirement" means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 35 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax levy on Final Mapped Property or Undeveloped Property; (vi) provide an amount equal to Special Tax delinquencies based on the historical delinquency rate for the Special Tax as determined by the CFD Administrator.

"Square Footage" or **"Sq. Ft."** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 35, issued for construction of Single Family Property, Other Residential Property, or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

"State" means the State of California.

"Taxable Property" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of CFD No. 35 that are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Property Owner Association Property" means, for each Fiscal Year, all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Tax pursuant to Section E below.

"Taxable Public Property" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Tax pursuant to law or Section E below.

"Tentative Tract Map" means a map: (i) showing a proposed subdivision of an Assessor's Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

"Total Tax Burden" means, for a Unit within a Land Use Class, for the Fiscal Year in which Total Tax Burden is being calculated, the sum of (a) the Assigned Special Tax for such Land Use Class for such Fiscal Year, plus (b) the CFD No. 19 special tax for such Land Use Class for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any other overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes, and assessments (which do not include Contractual Impositions) collected by the County on *ad valorem* tax bills and that the CFD Administrator estimates would be levied or imposed on such Unit in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes, and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"TTM 17449" means Tentative Tract Map No. 17449, the area of which is located within CFD No. 35.

"TTM 17450" means Tentative Tract Map No. 17450, the area of which is located within CFD No. 35.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

"Unit" means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2018-19, all Taxable Property within CFD No. 35 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. Assessor's Parcels of Single Family Property shall be assigned to Land Use Classes 1 through 7, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor's Parcels. Other Residential Property shall be assigned to Land Use Class 8, and Non-Residential Property shall be assigned to Land Use Class 9.

C. MAXIMUM SPECIAL TAX

1. Special Tax

At least 30 days prior to the issuance of the first series of Bonds, the Assigned Special Tax on Developed Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 35 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 35 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax, the Backup Special Tax shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax revenues within the Tentative Tract Map area(s) where the Assigned Special Tax reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax and Backup Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate of Modification"), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 35. Upon receipt thereof, if in satisfactory form, CFD No. 35 shall execute such Certificate of Modification. The reduced Assigned Special Tax and Backup Special Tax specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 35.

The Special Tax reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 35 shall cause to be recorded with the County Recorder

as soon as practicable after execution of the Certificate of Modification by CFD No. 35. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax*

The Maximum Special Tax that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax. The Maximum Special Tax shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax*

The Assigned Special Tax that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Property	< 1,501	$3,342 per Unit
2	Single Family Property	1,501 – 1,700	$3,454 per Unit
3	Single Family Property	1,701 – 1,900	$3,626 per Unit
4	Single Family Property	1,901 – 2,100	$3,849 per Unit
5	Single Family Property	2,101 – 2,300	$3,935 per Unit
6	Single Family Property	2,301 – 2,500	$4,073 per Unit
7	Single Family Property	> 2,500	$4,262 per Unit
8	Other Residential Property		$52,912 per Acre
9	Non-Residential Property		$52,912 per Acre

3) *Backup Special Tax*

The Backup Special Tax shall be $3,846 per Unit for Single Family Property. However, if the Expected Residential Lot Count does not equal 235 for Single Family Property, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Property shall be calculated according to the following formula:

Backup Special Tax = $903,846 ÷ Expected Residential Lot Count for Single Family Property

If any portion of a Final Subdivision Map, or any area expected by CFD No. 35 to become Final Mapped Property, such as the area within TTM 17449, TTM 17450, or any other Tentative Tract Map, changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax for all Designated Buildable Lots of Single Family Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Taxes that could have been collected from Designated Buildable Lots of Single Family Property prior to the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots of Single Family Property that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax per Unit for Single Family Property.

The Backup Special Tax for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be $52,912 per Acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2018-19, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year. The Special Tax shall then be levied as follows:

First: If needed to satisfy the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances shall the Special Tax levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 35 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

E. EXEMPTIONS

No Special Tax shall be levied on up to 2.44 Acres of Public Property and up to 14.12 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax obligation pursuant to the formula set forth in Section H.

No Special Tax shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method of Apportionment based on the Land Use Class to which the Assessor's Parcel is assigned.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 35 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

"CFD Public Facilities" means $12,757,000 each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 35.

"Expenditures Fund" means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

"Prepayment Period" means one of three periods of time during which a Special Tax prepayment may be made.

"Prepayment Period 1" means July 1, 2018, through June 30, 2052.

"Prepayment Period 2" means July 1, 2052, through June 30, 2085.

"Prepayment Period 3" means July 1, 2085, through June 30, 2119.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2017, and only if there are no delinquent Special

Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.

2. Compute the Assigned Special Tax and Backup Special Tax for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax for CFD No. 35 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 35, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Special Tax computed pursuant to Paragraph 2 by the estimated total Backup Special Tax at buildout of CFD No. 35, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Compute the Future Facilities Costs for the applicable Prepayment Period.

7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.

9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".

11. Verify the administrative fees and expenses of CFD No. 35, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.

13. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 35.

The Special Tax Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such cases, the increment above $5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been prepaid and that the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

With respect to the Special Tax for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay the Special Tax shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the

subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay the Special Tax will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 35 (after excluding 2.44 Acres of Public Property and 14.12 acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2017, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment
PF = the Prepayment Amount (full prepayment) for the Special Tax calculated according to Section H.1
AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above
% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax

The Special Tax partial prepayment amount must be sufficient to redeem at least a $5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 35 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of the Special Tax shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax shall be levied or collected is Fiscal Year 2118-2119, except that the Special Tax that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years.

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 1 OF 2)

CITY OF ONTARIO AND CFD NO. 35 CERTIFICATE

1. Pursuant to Section C.1 of the Amended and Restated Rate and Method of Apportionment of Special Tax (the "Rate and Method") for City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South – Facilities) ("CFD No. 35"), the Assigned Special Tax and the Backup Special Tax for Developed Property within CFD No. 35 has been modified.

    a. The information in Table 1 relating to the Assigned Special Tax for Developed Property within CFD No. 35, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Property	< 1,501	$[ ] per Unit
2	Single Family Property	1,501 – 1,700	$[ ] per Unit
3	Single Family Property	1,701 – 1,900	$[ ] per Unit
4	Single Family Property	1,901 – 2,100	$[ ] per Unit
5	Single Family Property	2,101 – 2,300	$[ ] per Unit
6	Single Family Property	2,301 – 2,500	$[ ] per Unit
7	Single Family Property	> 2,500	$[ ] per Unit
8	Other Residential Property		$[ ] per Acre
9	Non-Residential Property		$[ ] per Acre

    b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax shall be $[____] per Unit for Single Family Property. However, if the Expected Residential Lot Count does not equal 235 for Single Family Property, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Property shall be calculated according to the following formula:

Backup Special Tax = $[_____] ÷ Expected Residential Lot Count for Single Family Property

2. The Special Tax for Developed Property may only be modified prior to the first issuance of CFD No. 35 Bonds.

3. Upon execution of this Certificate by CFD No. 35, CFD No. 35 shall cause an amended notice of Special Tax lien for CFD No. 35 to be recorded reflecting the modifications set forth herein.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By:_____ Date:_____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax and the Backup Special Tax for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH – FACILITIES)

By:_____ Date:_____

APPENDIX B

APPRAISAL REPORT

APPENDIX C

PRICE POINT STUDY

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[TO COME FROM BOND COUNSEL]

APPENDIX E

GENERAL INFORMATION CONCERNING THE CITY OF ONTARIO

This appendix sets forth general information about the City of Ontario (the "City") including information with respect to its finances. The following information concerning the City, the County of San Bernardino (the "County") and the State are included only for general background purposes regarding the area encompassing the District. The Series 2024 Bonds are special, limited obligations of the District, payable, as provided in the Indenture, solely from Net Special Tax Revenues and the other assets pledged therefor thereunder. Neither the faith and credit nor the taxing power of the District (except to the limited extent set forth in the Indenture), the City or the State of California (the "State"), or any political subdivision thereof, is pledged to the payment of the Series 2024 Bonds.

The City is located in western San Bernardino County, 35 miles inland from downtown Los Angeles and encompasses 50 square miles. Located in the western part of the Inland Empire region, it lies just east of the Los Angeles county line and is part of the Greater Los Angeles Area. The City is home to the LA/Ontario International Airport which is the 11th busiest cargo airport in the United States. Ontario handles the mass of freight traffic between the ports of Los Angeles and Long Beach and the rest of the country.

Government

The City was incorporated as a general law city in 1891, and is governed by a Mayor and four council members elected at large to serve four-year terms. The City operates under the Council - Manager form of government. The City Council appoints the City Manager who is responsible for the day-to-day administration of City business and the coordination of all departments of the City.

The population growth in the City, County and State is shown on the following chart.

POPULATION ESTIMATES
City of Ontario, County of San Bernardino and State of California
2014-2024

Year[(1)]	City of Ontario	County of San Bernardino	State of California
2014	167,885	2,094,951	38,556,731
2015	169,153	2,112,187	38,865,532
2016	169,491	2,122,579	39,103,587
2017	172,858	2,139,520	39,352,398
2018	175,083	2,150,017	39,519,535
2019	178,606	2,165,876	39,605,361
2020	175,427	2,181,654	39,538,223
2021	176,206	2,179,007	39,286,510
2022	178,682	2,180,777	39,078,674
2023	180,717	2,182,056	38,940,231
2024	179,516	2,187,665	39,185,605

(1) As of January 1.

Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties and State, 2014-2020, with 2010 Benchmark; E-4 Population Estimates for Cities, Counties and State, 2021-2024, with 2020 Benchmark.

Employment

The following table summarizes the labor force, employment and unemployment figures for the years 2018 through 2023 for the City, the County, the State and the United States.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT RATE
City of Ontario, San Bernardino County, State of California and United States
2018 through 2023[1]

Year and Area	Labor Force	Employment[2]	Unemployment[3]	Unemployment Rate (%)
2018				
City of Ontario	87,600	84,400	3,200	3.6%
San Bernardino County	955,100	915,800	39,200	4.1
State of California	19,289,500	18,469,900	819,600	4.2
United States	162,075,000	155,761,000	6,314,000	3.9
2019				
City of Ontario	90,100	87,100	3,100	3.4%
San Bernardino County	965,400	928,100	37,400	3.9
State of California	19,385,300	18,589,600	795,700	4.1
United States	163,539,000	157,538,000	6,001,000	3.7
2020				
City of Ontario	89,600	81,400	8,200	9.1%
San Bernardino County	972,800	879,300	93,500	9.6
State of California	18,958,600	17,037,000	1,921,600	10.1
United States	160,742,000	147,795,000	12,947,000	8.1
2021				
City of Ontario	91,100	84,900	6,200	6.8%
San Bernardino County	990,000	916,600	73,500	7.4
State of California	18,956,600	17,568,700	1,387,800	7.3
United States	161,204,000	152,581,000	8,623,000	5.3
2022				
City of Ontario	92,500	89,000	3,500	3.8
San Bernardino County	1,003,000	961,200	41,700	4.2
State of California	19,169,300	18,348,900	820,400	4.3
United States	164,287,000	158,291,000	5,996,000	3.6
2023				
City of Ontario	93,400	89,500	3,900	4.2
San Bernardino County	1,013,700	966,500	47,200	4.7
State of California	19,308,300	18,388,300	920,000	4.8
United States	167,116,000	161,037,000	6,080,000	3.6

Note: Data is not seasonally adjusted.

(1) Annual averages, unless otherwise specified.

(2) Includes persons involved in labor-management trade disputes.

(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department. 2021 Benchmark.

Listed below are the major employers in the City and in the County for Fiscal Year 2022-23.

PRINCIPAL EMPLOYERS
City of Ontario
Fiscal Year 2022-23[1]

Employer	Number of Employees
United Parcel Services	5,000 to 9,999
Workforce Personnel, Inc.	5,000 to 9,999
Ontario Montclair Elementary School District	1,000 to 4,999
Chaffey Union High School	1,000 to 4,999
FedEx	500 to 999
Qvc, Inc.	500 to 999
AutoZone	500 to 999
The Home Depot	500 to 999
Cardenas Market LLC	500 to 999
Uline Inc	250 to 499
Cardinal Health	250 to 499
Wal-Mart Associates, Inc.	250 to 499
Ventura Foods, LLC	250 to 499
Gold Star Foods, Inc.	250 to 499
Toyota Motor Sales USA, Inc.	250 to 299
Staples Contract Commercial	250 to 499
Starbucks	250 to 499
Mag Instrument	250 to 499
Citizens Business Bank	250 to 499
Carmax Auto	250 to 499

[1] Last year in which information is available.
Source: City of Ontario.

PRINCIPAL EMPLOYERS
San Bernardino County
Fiscal Year 2022-23

Rank	Name of Business	Approximate No. of San Bernardino County Employees[1]	Type of Business
1	San Bernardino County	≥10,000	Public Administration
2	Loma Linda University Medical Center	5,000-9,999	Medical Center
3	Ontario International Airport	5,000-9,999	Airport
4	Amazon	1,000-4,999	Electronic Commerce
5	Burlington Distribution Corp	1,000-4,999	Distribution
6	California State University, San Bernardino	1,000-4,999	Medical Center
7	Dignity Health Community Hospital of San Bernardino	1,000-4,999	Medical Center
8	Environmental Systems Research Institute	1,000-4,999	Research
9	Fedex Ground	1,000-4,999	Postal
10	Inland Empire Health Plan	1,000-4,999	Health Plan

[1] Due to confidentiality of reporting number of employees, ranges have been provided.
Source: San Bernardino County Annual Comprehensive Financial Report for the year ending June 30, 2023.

Industries

Residents of the City find employment throughout the Riverside-San Bernardino-Ontario Labor Market Area. This labor market area, as defined for reporting purposes by the California Employment Development Department, has boundaries coterminous with those of Riverside and San Bernardino Counties. The following table sets forth certain employment data for the Riverside - San Bernardino-Ontario Metropolitan Statistical Area and the County for the period from 2019 through 2023.

RIVERSIDE-SAN BERNARDINO-ONTARIO METROPOLITAN STATISTICAL AREA
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE

	2019	2020	2021	2022	2023
Civilian Labor Force	2,071,600	2,091,700	2,120,600	2,148,700	2,171,500
Civilian Employment	1,987,500	1,885,400	1,964,300	2,058,400	2,068,800
Civilian Unemployment	84,000	206,200	156,300	90,200	102,700
Civilian Unemployment Rate	4.1%	9.9%	7.4%	4.2%	4.7%
Total Farm	15,400	14,100	13,700	13,800	13,100
Total Nonfarm	1,552,700	1,495,800	1,575,100	1,659,800	1,679,800
Total Private	1,291,500	1,247,800	1,333,100	1,409,800	1,418,900
Goods Producing	209,700	202,200	207,700	216,300	216,100
Mining & Logging	1,200	1,300	1,400	1,600	1,500
Construction	107,200	104,900	110,100	114,700	115,700
Manufacturing	101,300	96,000	96,100	100,000	98,900
Service Providing	1,343,000	1,293,700	1,367,400	1,443,500	1,463,700
Trade, Transportation & Utilities	395,100	406,900	443,200	464,900	456,500
Wholesale Trade	67,700	65,600	67,400	69,500	68,700
Retail Trade	180,700	168,800	177,000	181,000	182,700
Transportation, Warehousing & Utilities	146,600	172,500	198,800	214,400	205,100
Information	14,100	12,400	12,500	13,000	13,300
Financial Activities	45,000	44,100	44,200	46,000	44,900
Professional & Business Services	155,300	152,100	166,600	173,900	164,800
Educational & Health Services	250,300	248,700	254,300	267,500	287,400
Leisure & Hospitality	175,900	141,300	160,200	180,900	186,500
Other Services	46,200	40,200	43,600	47,400	49,300
Government	261,200	248,000	242,000	250,000	260,900
Total, All Industries	1,568,100	1,509,900	1,588,800	1,673,600	1,692,900

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix E.

Source: State of California, Employment Development Department, March 2023 Benchmark.

Personal Income

The following tables show the personal income and per capita personal income for the City, County, State of California and United States from 2014 through 2023.

PERSONAL INCOME[1]
City of Ontario, County of San Bernardino, State of California, and United States
2014-2023

Year	City of Ontario	County of San Bernardino	California	United States
2014	$3,100,249	$ 69,951,380	$1,955,718,006	$14,778,160,000
2015	3,224,189	74,081,824	2,097,049,575	15,467,113,000
2016	3,159,733	77,453,102	2,191,138,011	15,884,741,000
2017	3,444,006	80,031,472	2,295,048,653	16,658,962,000
2018	3,474,794	83,514,331	2,411,055,136	17,514,402,000
2019	3,826,610	89,182,422	2,537,950,599	18,343,601,000
2020	4,114,067	100,359,889	2,767,521,379	19,609,985,000
2021	4,566,417	108,700,135	3,013,676,929	21,392,812,000
2022	4,392,483	108,081,645	3,006,647,281	21,820,248,000
2023	--[1]	--[1]	--[1]	22,952,028,300

Note: Dollars in Thousands.
[1] City of Ontario, County of San Bernardino and State of California figures for calendar year 2023 not yet available.
Source: U.S. Department of Commerce, Bureau of Economic Analysis and City of Ontario Annual Comprehensive Financial Report for the year ending June 30, 2022.

PER CAPITA PERSONAL INCOME[1][2]
City of Ontario, County of San Bernardino, State of California, and United States
2014-2023

Year	City of Ontario	County of San Bernardino	California	United States
2014	$18,774	$33,381	$50,619	$46,287
2015	19,068	35,179	53,817	48,060
2016	18,601	36,422	55,863	48,971
2017	19,761	37,311	58,214	51,004
2018	19,761	38,663	60,984	53,309
2019	21,129	41,079	64,174	55,547
2020	22,237	45,968	70,058	59,151
2021	24,682	49,570	76,987	64,427
2022	24,682	49,270	77,013	65,473
2023	--[2]	--[2]	80,423	68,531

[1] Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in millions of current dollars (not adjusted for inflation).
[2] City of Ontario and County of San Bernardino figures for calendar year 2023 not yet available.
Source: City of Ontario Comprehensive Annual Financial Report for the year ending June 30, 2022, Bureau of Economic Analysis for County, State and U.S.

Assessed Valuation

The table below sets forth the City's assessed valuation of property for Fiscal Years 2013-14 through 2022-23.

ASSESSED VALUATION OF TAXABLE PROPERTY
City of Ontario
Fiscal Years 2013-14 to 2022-23
(Dollars in Thousands)

	City			
Fiscal Year Ended June 30	Secured Value	Unsecured Value	Less Exemptions	Taxable Assessed Value
2014	$12,465,751	$1,758,596	$(110,182)	$14,114,165
2015	12,413,859	2,552,384	(108,252)	14,857,991
2016	13,124,582	2,611,079	(105,864)	15,629,797
2017	13,781,901	2,543,614	(109,080)	16,216,435
2018	14,844,332	2,624,317	(108,915)	17,359,734
2019	16,575,762	2,814,842	(108,701)	19,281,903
2020	18,181,749	2,910,729	(110,654)	20,981,823
2021	19,529,581	3,147,303	(111,223)	22,565,661
2022	21,666,906	3,257,643	(112,096)	24,812,452
2023	25,470,365	2,423,770	(109,103)	27,785,032

Source: City of Ontario.

PROPERTY TAX LEVIES AND COLLECTIONS
City of Ontario
Fiscal Years 2013-14 to 2022-23
(Dollars in Thousands)

		Collected within the Fiscal Year of Levy			Total Collections to Date	
Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Amount	Percent of Levy	Collections in Subsequent Years	Amount	Percent of Levy
2014	$24,858,740	$24,518,130	$98.63%	$812,490	$25,330,619	101.90%
2015	25,868,724	25,584,269	98.90	768,052	26,352,321	101.87
2016	27,397,660	27,022,201	98.63	755,577	27,777,778	101.39
2017	28,598,396	28,237,630	98.74	628,491	28,866,121	100.94
2018	30,476,605	30,258,907	99.29	662,586	30,921,494	101.46
2019	33,855,137	33,811,751	99.87	275,397	34,087,147	100.69
2020	36,873,998	36,420,730	98.77	332,350	36,753,080	99.67
2021	39,726,164	39,415,629	99.22	341,296	39,756,925	100.08
2022	43,670,142	43,614,885	99.87	496,967	44,111,852	101.01
2023	49,348,272	49,693,817	100.70	948,837	50,642,654	102.62

Source: City of Ontario.

Tax Levy and Tax Collection

Below is a chart which indicates the tax levy and collection records for the City from the 2013-14 through 2022-23 Fiscal Years.

PROPERTY TAX LEVIES AND COLLECTIONS
City of Ontario
Fiscal Years 2013-14 to 2022-23

Fiscal Year	Percent of Levy Collected	Total Tax Collections to Tax Levy to Date[1]
2014	101.90	25,330,619
2015	101.87	26,352,321
2016	101.39	27,777,778
2017	100.94	28,866,121
2018	101.46	30,921,494
2019	100.69	34,087,147
2020	99.67	36,753,080
2021	100.08	39,756,925
2022	101.01	44,111,852
2023	102.62	50,642,654

(1) Beginning with the City's Comprehensive Annual Financial Report for the year ending June 30, 2019, the City did not include in its reported property tax collections pass-through payments related to the former Ontario Redevelopment Agency or Redevelopment Property Tax Trust Fund residual payments. The historical property tax collection amounts have been adjusted to reflect this change.

Source: City of Ontario.

Largest Taxpayers

The principal property taxpayers in the City for Fiscal Year 2022-23 are as follows:

PRINCIPAL PROPERTY TAXPAYERS
City of Ontario
Fiscal Year 2022-23

Taxpayer	Taxable Value ($)	% of Total City Taxable Value (%)	Taxable Value ($)	% of Total City Taxable Value (%)
Prologis Inc	$1,006,416,608	2.76%	$ 171,858,483	0.90%
United Parcel Service Company	750,883,576	2.06	405,653,016	2.13
Ontario Mills LP	429,692,777	1.18	313,095,987	1.64
Costco Wholesale Corporation	391,629,045	1.07	-	
Watson Land Company	372,678,646	1.02	-	
Federal Express Corporation	353,225,679	0.97	-	
Vineyard Industrial LLC	302,251,290	0.83	-	
Ontario Land Ventures LLC	293,374,514	0.80	-	
Palmer Ontario Properties LP	249,280,420	0.68	-	
Colony Commerce Ontario East LP	243,608,601	0.67%	-	
Catellus Finance 1 LLC	-		227,810,437	1.19
Comref So California Industrial	-		132,876,889	0.70
Majestic-CCC IV Partners	-		126,530,054	0.66
Niagara Bottling LLC	-		112,864,414	0.59
Camden Landmark LLC	-		90,500,000	0.47
Vogel Properties INC	-		89,794,960	0.47
Southwest Airlines Company INC	-		84,258,897	0.44
Total Top 10 Taxpayers	4,393,041,156		1,755,243,137	9.20
Total Taxable Value	36,492,068,503		19,082,173,993	100.00%

Source: City of Ontario.

Taxable Sales

The table below presents taxable sales for the years 2015 through 2023 for the City.

TAXABLE SALES
City of Ontario
2015 through 2023
(Dollars in Thousands)

Year	Retail and Food Permits	Retail and Food Taxable Transactions	Total Permits	Total Outlets Taxable Transactions
2015[1]	4,867	$4,279,949[1]	7,580	$ 7,174,748[1]
2016	4,875	4,634,312	7,658	8,124,276
2017	4,974	4,775,352	7,888	7,670,947
2018	5,194	4,850,172	8,435	7,939,125
2019	5,306	4,953,629	8,830	8,186,154
2020	5,692	4,416,993	9,543	7,584,137
2021	5,386	5,798,203	9,138	9,565,256
2022	5,646	6,812,383	9,632	10,852,564
2023	5,716	6,329,769	9,749	10,242,831

[1] Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: California Department of Tax and Fee Administration.

The table below presents taxable sales for the years 2015 through 2023 for the County.

TAXABLE SALES
San Bernardino County
2015 through 2021
(Dollars in Thousands)

Year	Retail and Food Permits	Retail and Food Taxable Transactions	Total Permits	Total Outlets Taxable Transactions
2015[1]	37,696	$23,384,548[1]	56,128	$35,580,276[1]
2016	38,370	24,477,003	57,629	37,216,551
2017	39,067	25,603,171	58,956	38,399,373
2018	39,837	26,905,784	61,838	40,554,024
2019	40,964	27,585,905	64,771	41,768,748
2020	44,330	28,745,277	71,145	43,265,512
2021	40,801	38,345,912	66,585	55,378,097
2022	41,690	40,048,059	68,480	59,992,846
2023	40,632	38,103,700	67,336	57,475,070

[1] Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: "Taxable Sales in California (Sales & Use Tax)" - California State Board of Equalization for 2014; Taxable Sales in California, California Department of Tax and Fee Administration for 2015-2021.

Transportation

Because Ontario is a major hub for passengers and freight, the City is also served by several major freeways. Interstate 10 and the Pomona Freeway (State Route 60) run east-west through the City. Interstate 10 is north of the Ontario airport while the Pomona freeway is south of the airport. Interstate 15 runs in the north-south directions at the eastern side of the City. State Route 83, also known as Euclid Avenue, also runs in the north-south direction at the western side of the City.

The City maintains an Amtrak station which is served by the Sunset Limited and Texas Eagle lines. Ontario also has a Metrolink station off of Haven Avenue. It connects Ontario with much of the Greater Los Angeles area, Orange County and the San Fernando Valley. Public bus transportation is provided by Omnitrans. Rail service is provided by Burlington Northern Santa Fe and Union Pacific.

The Ontario International Airport is a medium-hub, full-service airport, which offers more than 70 daily flights to cities in the U.S., Mexico and Taiwan and is served by AeroMexico, Alaska Airlines, American Airlines, China Airlines, Delta Air Lines, Frontier, JetBlue, Southwest Airlines, United Airlines/United Express and Volaris. The airport's service area includes a population of approximately six million in San Bernardino and Riverside counties, and portions of Orange and Los Angeles counties. The Ontario International Airport was previously operated by the Department of Airports of the City of Los Angeles (the "Department"). Following protracted litigation among the Department, the City of Ontario and the Ontario International Airport Authority, a joint powers authority was formed by the City of Ontario and the County of San Bernardino (the "Airport Authority"). The Airport Authority assumed ownership and control of the management and operation of the Ontario International Airport on November 1, 2016.

With approximately 570,000 square feet and 26 passenger gates within two terminals, Ontario International Airport is the Western States Regional Terminal for United Parcel Service. In 2021 approximately 4.5 million passengers used the airport and cargo shipments decreased approximately 3.7% from the previous year. In 2020, approximately 2.5 million passengers used the airport and cargo shipments rose more than 18% from the previous year.

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Indenture which are not described elsewhere in the Official Statement. This summary does not purport to be comprehensive, and reference should be made to the Indenture for a full and complete statement of their provisions.

[TO COME FROM BOND COUNSEL]

APPENDIX G

FORM OF DISTRICT
CONTINUING DISCLOSURE AGREEMENT

APPENDIX H

FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

of

LENNAR HOMES OF CALIFORNIA, LLC

Dated as of _____ 1, 2024

City of Ontario
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
SPECIAL TAX BONDS, SERIES 2024

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**"), dated as of _____ 1, 2024, is executed by Lennar Homes of California, LLC, a California limited liability company (the "**Developer**"), in connection with the issuance by the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "**Community Facilities District**") of the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024 (the "**Series 2024 Bonds**"), in the aggregate principal amount of $_____ pursuant to the Indenture, dated as of _____ 1, 2024 (the "**Indenture**"), by and between the Community Facilities District and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as trustee (the "**Trustee**").

W I T N E S S E T H :

WHEREAS, the Series 2024 Bonds are payable from and secured by special taxes levied on certain of the property within the Community Facilities District;

WHEREAS, the Developer is developing a portion of the property within the Community Facilities District that is described in the Official Statement as the "Shady Tree" and "Whispering Wind" neighborhoods; and

WHEREAS, this Disclosure Certificate is being executed and delivered by the Developer for the benefit of the owners and beneficial owners of the Series 2024 Bonds.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Developer hereby agrees as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Certificate have the meanings herein specified. Capitalized undefined terms used herein shall have the meanings ascribed thereto in this Disclosure Certificate or the Indenture.

"Affiliate" of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person; for purposes hereof, "control" means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

"Assumption Agreement" means an undertaking of a Major Developer (or Affiliate thereof) containing terms substantially similar to this Disclosure Certificate, whereby such Major Developer agrees to provide Semi-Annual Reports and notices of significant events with respect to the portion of the Property owned by such Major Developer in the Community Facilities District in form and substance satisfactory to the Participating Underwriter.

"Community Facilities District" means the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities), a community facilities district organized and existing under the laws of the State.

"Development Plan" means, with respect to a Major Developer, the specific improvements such Major Developer intends to make, or cause to be made, in order for such Major Developer's Property to be fully developed within the time frame in which such improvements are intended to be made and the estimated costs of such improvements; the Developer's Development Plan, as of the date hereof, is described in the Official Statement under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT – Lennar Homes' Development Plan."

"Dissemination Agent" means, initially, the Developer, or any Dissemination Agent designated in writing by the Developer and which has filed with the Developer and the Community Facilities District a written acceptance of such designation.

"Financing Plan" means, with respect to a Major Developer, the method by which such Major Developer intends to finance its Development Plan, including specific sources of funding for such Development Plan; the Developer's Financing Plan, as of the date hereof, is described in the Official Statement under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT – Lennar Homes' Financing Plan."

"First Report Date" means June 1 of each year.

"Indenture" means the Indenture, dated as of _____ 1, 2024, by and between the Community Facilities District and Zions Bancorporation, National Association, as originally executed and as it may be amended or supplemented from time to time in accordance with its terms.

"Listed Events" means any of the events listed in subsection (a) of Section 4 hereof.

"**Major Developer**" means, as of any date, a Person (including the Developer) that owns 46 or more of the planned 235 homes in the Community Facilities District. As of the date of this Disclosure Certificate, the Developer is a Major Developer.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive continuing disclosure reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

"Official Statement" means the Official Statement, dated _____, 2024, relating to the Series 2024 Bonds.

"Participating Underwriter" means Samuel A. Ramirez & Company, Inc., the original underwriter of the Series 2024 Bonds.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Planned Development Stage" means the stage of development to which the Developer intends to develop the Property, as described in the Official Statement, which is the construction of finished homes.

"Property" means (i) the real property within the boundaries of the Community Facilities District owned by the Developer or any Affiliate thereof as of the date set forth in the applicable Semi-Annual Report and (ii) when property is conveyed by the Developer to a Major Developer, the real property within the boundaries of the Community Facilities District that was formerly owned by the Developer but with respect to which the Developer's obligations under this Disclosure Certificate have not been assumed by a Major Developer. Property as of any date of determination does not include real property within the boundaries of the Community Facilities District that has been conveyed to individual homeowners or any real property that is the subject of an Assumption Agreement.

"Report Dates" means, collectively, the First Report Dates and the Second Report Dates.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Second Report Date" means December 1 of each year.

"Semi-Annual Report" means any Semi-Annual Report provided by the Developer pursuant to, and as described in, Sections 2 and 3 hereof.

"Special Taxes" means special taxes of the Community Facilities District.

"Trustee" means Zions Bancorporation, National Association, as Trustee under the Indenture, or any successor thereto as Trustee thereunder, substituted in its place as provided therein.

Section 2. Provision of Semi-Annual Reports. (a) So long as the Developer's obligations hereunder have not been terminated pursuant to Section 7, the Developer shall, or shall cause the Dissemination Agent (if any) to, provide to the MSRB a Semi-Annual Report that is consistent with the requirements of Section 3 hereof, not later than each Report Date, commencing with the December 1, 2024 First Report Date. If, in any year, a Report Date falls on a day that is not a Business Day, such deadline shall be extended to the next following Business Day.

(b) Not later than 15 calendar days prior to the date specified in subsection (a) of this Section for the providing of the Semi-Annual Report to the MSRB, the Developer shall provide the Semi-Annual Report to the Dissemination Agent (if any) or shall provide notification to the Dissemination Agent that the Developer is preparing, or causing to be prepared, the Semi-Annual Report and the date which the Semi-Annual Report is expected to be available. If by such date, the Dissemination Agent has not received a copy of the Semi-Annual Report or notification from the Developer that the Developer intends to file the Semi-Annual Report, the Dissemination Agent shall contact the Developer to determine if the Developer is in compliance with the first sentence of this subsection (b). The Semi-Annual Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 3 of this Disclosure Certificate.

(c) If the Developer does not provide, or does not cause the Dissemination Agent to provide, a Semi-Annual Report to the MSRB by the Report Date as required in subsection (a) above, the Developer or the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) Provide each Semi-Annual Report received by it to the MSRB, as provided herein; and

(ii) To the extent the Semi-Annual Report has been furnished to it, file a report with the Developer (if the Dissemination Agent is other than the Developer), the Community Facilities District, and the Participating Underwriter certifying that such Semi-Annual Report has been provided pursuant to this Disclosure Certificate and stating the date it was provided to the MSRB.

Section 3. Content of Semi-Annual Reports. Each Semi-Annual Report shall contain or incorporate by reference the following as of a date not more than sixty (60) days prior to the applicable Report Date:

(a) The following information:

(i) A description of the progress made in the Development Plan for the Property since the date of the Official Statement or the most recent Semi-Annual Report, including a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) To the extent not previously disclosed in a prior Semi-Annual Report, a discussion of any material change in the respective sources of funds of each Major Developer to finance their development of the Property as disclosed in their Financing Plan, and an estimate of the remaining costs to be spent by the Developer to reach the Planned Development Stage.

(iii) An update to the following tables:

Status of Ownership

Information as of May 6, 2024	
Owned by Lennar Homes	87
Owned by Homeowners	148

Status of Development of Lots Owned by the Major Developer[1]

Information as of May 6, 2024	
Models	6
Units Under Construction or Completed	45
Finished Lots	36

[1] As of the date of the Official Statement, the Developer is the only Major Developer in the District.

(vi) An update of the status of any previously reported Listed Event described in Section 4 hereof.

(b) In addition to any of the information expressly required to be provided under the preceding paragraph (a), the Developer shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. Major Developers that are Affiliates of each other may file a single Semi-Annual Report covering all such entities. Any or all of the items listed above may be included by specific reference to other documents that have been made available to the public on the MSRB's website or through the Securities and Exchange Commission's EDGAR database. The Developer shall clearly identify each such other document so included by reference.

Section 4. Reporting of Significant Events. (a) So long as the Developer's obligations hereunder have not been terminated pursuant to Section 7, pursuant to the provisions of this Section, the Developer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Property, if material under clauses (b) and (c), in a timely manner not later than ten business days after obtaining knowledge of the occurrence of the event:

(i) Any conveyance by a Major Developer of any portion of a parcel of Property owned by such Major Developer or any Affiliate of a Major Developer to an entity that is not an Affiliate of a Major Developer, the result of which conveyance is to cause such entity to become a Major Developer.

(ii) Any failure of a Major Developer, or any Affiliate of a Major Developer owning any Property, to pay prior to delinquency any general property taxes or assessments with respect to such Property (to the extent the responsibility of such Major Developer or such Affiliate) that wasn't promptly cured.

(iii) Any denial or termination of credit, any denial or termination of, or default under, any line of credit or loan or any other loss of a source of funds that could have a material adverse effect on a Major Developer's Financing Plan or Development Plan as most recently disclosed in the Official Statement or a Semi-Annual Report or on the ability of a Major Developer, or any Affiliate of a Major Developer owning any Property, to pay the Special Taxes with respect to the Property owned by such Major Developer or such Affiliate prior to delinquency (to the extent the responsibility of such Major Developer or such Affiliate).

(iv) Bankruptcy, insolvency, receivership or similar event of a Major Developer or an Affiliate of a Major Developer owning any Property. For purposes of this paragraph, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for a Major Developer or an Affiliate of a Major Developer owning any Property in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in

which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of a Major Developer or an Affiliate of a Major Developer owning any Property, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of such a Major Developer or an Affiliate of a Major Developer owning any Property.

(v) The sale of all or substantially all of the assets of a Major Developer or an Affiliate of a Major Developer owning any Property, to an entity that is not an Affiliate of a Major Developer.

(vi) Any significant amendments to land use entitlements for the Property, if material.

(vii) Any previously undisclosed governmentally-imposed preconditions to commencement or continuation of development on Property, if material.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on Property, if material.

(ix) Any changes, if material, in the alignment, design or likelihood of completion of significant public improvements affecting Property, including major thoroughfares, sewers, water conveyance systems and similar facilities.

(x) The assumption of any obligations by a Major Developer pursuant to Section 6 hereof.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Developer shall, or shall cause the Dissemination Agent to, file a notice of the occurrence of such Listed Event with the MSRB, the Community Facilities District, and the Participating Underwriter within ten business days of obtaining knowledge of such occurrence.

Section 5. **Format for Filings with MSRB.** Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 6. **Assumption of Obligations.** Prior to termination of the Developer's obligations under this Disclosure Certificate pursuant to Section 7, in the event the Developer conveys any portion of the Property owned by the Developer or any Affiliate of the Major Developer to an entity that is not an Affiliate of the Developer the result of which conveyance is to cause such entity to become a Major Developer, the Developer's obligations under this Disclosure Certificate with respect to such Property shall terminate only upon the execution of an Assumption Agreement by such entity.

Section 7. **Termination of Reporting Obligation.** The obligations of the Developer under this Disclosure Certificate shall terminate upon the earliest to occur of (a) the date on which (i) the Developer is no longer a Major Developer and (ii) the Developer no longer has any obligations under this Disclosure Certificate with respect to Property owned by any Major Developer, or (b) the date on which all of the Series 2024 Bonds have been legally defeased, redeemed, or paid in full. The Developer's obligations under this Disclosure Certificate with respect to a Major Developer shall terminate upon the earliest to occur of (x) the date on which such Major Developer is no longer a Major Developer, as defined herein, or (y) the date on which the Developer's obligation with respect to the Property owned by such Major Developer are assumed under an Assumption Agreement entered into pursuant to Section 6 hereof; provided, however, that upon the occurrence of any of the events described in clauses (x) or (y), the Developer's obligations hereunder with respect to each other Major Developer, if any, shall remain in full force and effect. If the obligations of the Developer under this Disclosure Certificate terminate prior to the final maturity of the Series 2024 Bonds, the Developer shall give, or cause to be given, notice of such termination in a filing with the MSRB, the District, and the Participating Underwriter.

Section 8. **Dissemination Agent.** The Developer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing 30 days' written notice to the Developer. The Developer shall be responsible for paying the fees and expenses of the Dissemination Agent.

Section 9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsection (a) of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted; and

(b) The proposed amendment or waiver (i) is approved by owners of the Series 2024 Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of owners or beneficial owners of the Series 2024 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Developer shall describe such amendment or waiver in the next Semi-Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Developer.

Section 10. **Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Semi-Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Semi-Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 11. **Default.** In the event of a failure of the Developer or the Dissemination Agent to comply with any provision of this Disclosure Certificate, the Owners of at least 25% of the aggregate principal amount of outstanding Series 2024 Bonds, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Developer or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. **Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties hereunder as are specifically set forth in this Disclosure Certificate. The Dissemination Agent shall not be responsible for the form or content of any Semi-Annual Report or notice of Listed Event. The Developer agrees to indemnify and save the Dissemination Agent, and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, and which are not due to its negligence or its willful misconduct. The obligations of the Developer under this Section shall survive the resignation or removal of the Dissemination Agent and the termination of this Disclosure Certificate.

Section 13. **Notices.** Notices should be sent in writing by regular, overnight or electronic mail to the following addresses. The following information may be conclusively relied upon until changed in writing.

Developer:	Lennar Homes of California, LLC 4140 Temescal Canyon Road, Suite 410 Corona, CA 92883 Geoffrey.smith@lennar.com Blaine.humbles@lennar.com
Community Facilities District:	City of Ontario 303 East B Street Ontario, CA 91764 Attn: City Manager sochoa@ontarioca.gov aharkalyan@ontarioca.gov
Participating Underwriter	Ramirez & Co. 633 West Fifth Street, Suite 2693 Los Angeles, CA 90071 Attn: Eric McKean Eric.mckean@ramirezco.com

Section 14. **Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Developer, the Dissemination Agent, the Community Facilities District, the Participating Underwriter and the owners and beneficial owners from time to time of the Series 2024 Bonds, and shall create no rights in any other person or entity.

Section 15. **Governing Laws.** This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE SEMI-ANNUAL REPORT

Name of Issuer: City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities)

Name of Issue: City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) Special Tax Bonds, Series 2024

Date of Issuance: _____, 2024

NOTICE IS HEREBY GIVEN that Lennar Homes of California, LLC, a California limited liability company (the "**Developer**"), has not provided a Semi-Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated as of _____ 1, 2024, executed and delivered by the Developer. [The Developer anticipates that such Semi-Annual Report will be filed by _____.]

Dated: _____ _____,
Lennar Homes of California, LLC

cc:
City of Ontario
Community Facilities District
No. 35 (Countryside Phase 2 South - Facilities)

APPENDIX I

INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Series 2024 Bonds, payment of principal, premium, if any, accreted value and interest on the Series 2024 Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Series 2024 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC to the District which the District believes to be reliable, but the District and the Underwriter do not and cannot make any independent representations concerning these matters and do not take responsibility for the accuracy or completeness thereof. Neither the DTC, Direct Participants, Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Series 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited through the facilities of DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at *www.dtcc.com*.

Purchases of Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Series 2024 Bonds representing their ownership interests in Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Series 2024 Bond documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Series 2024 Bond Owner shall give notice to elect to have its Series 2024 Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Series 2024 Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2024 Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Series 2024 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2024 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2024 Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2024 Bonds will be printed and delivered to DTC.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE SERIES 2024 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE SERIES 2024 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPRAISAL REPORT

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT No. 35
(Countryside Phase 2 South – Facilities)
Shady Tree & Whispering Wind at Country Lane by Lennar

City of Ontario, San Bernardino County, California
(Appraisers' File No. 2024-1292)



Prepared For
City of Ontario
303 East B Street
Ontario, California 91764

Prepared By
Kitty Siino & Associates, Inc.
115 East Second Street, Suite 100
Tustin, California 92780

KITTY SIINO & ASSOCIATES, INC.
REAL ESTATE APPRAISERS & CONSULTANTS

May 6, 2024

Armen Harkalyan, Executive Director of Finance
City of Ontario
303 East B Street
Ontario, CA 91764

Reference: Appraisal Report
City of Ontario CFD No. 35 (Countryside Phase 2 South-Facilities)
Country Lane by Lennar (Shady Tree and Whispering Wind)
Ontario Ranch, City of Ontario, County of San Bernardino

Dear Mr. Harkalyan:

At the request and authorization of the City of Ontario, we have completed an Appraisal Report for the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) ("Ontario CFD No. 35") which consists of a residential community known as Country Lane, in the area known as Ontario Ranch in the City of Ontario. Country Lane includes a total of 235 residential units split between two product lines, Shady Tree at Country Lane ("Shady Tree") and Whispering Wind at Country Lane ("Whispering Wind"). Shady Tree is proposed for 97 detached homes arranged on "Z" lots containing a minimum of 3,455 square feet and in a conventional configuration while Whispering Wind is proposed for 138 detached cluster units arranged in a motorcourt configuration on lots with a minimum of 3,000 square feet; all homes are single family detached. Lennar Homes of California, LLC ("Lennar") is developing and marketing the property. Country Lane offers two-story floorplans ranging in size from 2,213 to 2,409 square feet for Shady Tree (conventional small lot product), and 1,618 to 2,202 square feet for Whispering Wind (cluster small lot product). Out of the 235 proposed units within Country Lane, 137 have closed to individual homeowners to date with an additional 38 in escrow which are due to close upon completion. The Lennar-owned property ranges from completed model homes to houses under construction to physically finished pads.

The valuation methods used in this report are the Sales Comparison Approach, a Discounted Cash Flow Analysis and a Mass Appraisal Technique as defined within this report. The fee simple estate of the subject property has been valued, subject to the Ontario CFD No. 35 special tax lien. This report is written with the hypothetical condition that the subject property is enhanced by the improvements and/or fee credits to be funded by the Special Tax Bonds of Ontario CFD No. 35. As a result of our investigation, the concluded minimum market value for the subject property is shown below.

Shady Tree and Whispering Wind at Country Lane:

Lennar Ownership (80 lots & 18 houses)	$ 29,406,682
Individual Owners (137 houses)	$ 88,072,375
Total Aggregate Value Ontario CFD No. 35	**$117,479,057**

The values are stated subject to the Assumptions and Limiting Conditions of this report, the Appraiser's Certification and as of April 1, 2024.

115 East Second Street, Suite 100, Tustin, California 92780
(714) 544-9978 - Phone, (714) 544-9985 – Fax, E-Mail: kssiino@msn.com

Some supporting documentation concerning the data, reasoning and analyses may be retained in the appraiser's files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. This Appraisal Report is intended to comply with both the Uniform Standards of Professional Appraisal Practice ("USPAP" January 2020/2022) and with the Appraisal Standards of the California Debt and Investment Advisory Commission ("CDIAC"). The appraiser is not responsible for unauthorized use of this report.

This letter of transmittal is part of the attached report, which sets forth the data and analyses upon which our opinion of value is, in part, predicated.

Respectfully submitted,

KITTY SIINO & ASSOCIATES, INC.



Kitty S. Siino, MAI
California State Certified General
Real Estate Appraiser (AG004793)

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ADDENDA

Ontario CFD No. 35 Boundary Maps
Tract Map Nos. 17449 and 17450
Discounted Cash Flow Analyses
Finished Lot Land Sales Map and Summary Chart
Improved Residential Sales Map and Summary Chart
Appraiser's Qualifications

ASSUMPTIONS AND LIMITING CONDITIONS

1. This report might not include full discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Some supporting documentation concerning the data, reasoning and analyses may be retained in the appraiser's files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. It is assumed that the subject properties are subject to the special tax lien of Ontario CFD No. 35.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable; however, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material used in this report are included only to assist the reader in visualizing the property and may not be to scale.

7. It is assumed that there are no hidden or unapparent conditions of either property, subsoil or structures that would render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch or photograph included in this report may show approximate dimensions and is included only to assist the reader in visualizing the properties. Maps, photographs, and exhibits found in this report are provided for reader reference purposes only. No guarantee regarding accuracy is expressed or implied unless

otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements (if any) are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert relating to asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials that may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Proposed improvements, if any, are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings, if any, must not be used in conjunction with any other appraisal and are invalid if so used.

16. The Americans with Disabilities Act ("ADA") became effective on January 26, 1992 and have been updated several times since then. The appraiser has made no specific compliance survey and analysis of the property to determine whether they conform to the various detailed requirements of the ADA, nor is the appraiser a qualified expert regarding the requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, a possible noncompliance with requirements of the ADA in estimating the value has not been considered.

17. It is assumed there are no environmental concerns that would slow or thwart development of the subject properties and that the soils are adequate to support the highest and best use conclusions.

18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper qualification and only in its entirety. Permission is given for this appraisal to be published as a part of the Official Statement or similar document for the Ontario CFD No. 35 special tax bonds

19. It is assumed that there are no conditions of approval or hindrances which could slow or thwart the obtaining of occupancy permits on the 235 subject residential units. This is the case per the builders; however, we were unable to verify via the various conditions of approval.

HYPOTHETICAL CONDITION

1. It is assumed that all improvements and benefits to the subject properties, which are to be funded by the City of Ontario CFD No. 35 Special Tax Bond Proceeds are completed and in place.

EXTRAORDINARY ASSUMPTION

1. It is assumed that the sales information and remaining development costs/fees as reported by the builders and summarized in the report are correct. We have not reviewed escrow documents on each home sale however, per our review the sales as reported by the builder appear to be reasonable. We have not received any detail regarding the remaining development costs and have relied upon the builder for this information in the valuation analysis. If the actual land development costs differ, the final values may change.


City of Ontario
Community Facilities District No. 35
(Countryside Phase 2 South - Facilities)
60
15
Colony High School
Riverside Drive
Schaefer Avenue
Archibald Avenue
Chino Avenue
Future Lennar Community
Crestview by KB Home (Coming Soon)
(Shady Tree)
(Whispering Wind)
Deer Creek Channel
Cucamonga Creek
Boundaries Approximate
Aerial flown by AirViews 3/27/24
N

PURPOSE OF THE APPRAISAL

The purpose of this appraisal report is to estimate the value of the fee simple interest of the subject property, subject to the proposed lien along with the benefits from the Ontario CFD No. 35 Special Tax Bonds.

THE SUBJECT PROPERTY

The subject property consists of 235 proposed single-family detached homes being developed into a community known as Shady Tree and Whispering Wind at Country Lane in the City of Ontario ("City"). Country Lane is located along the south side of Chino Avenue, west of Archibald Avenue, just north of Schaefer Avenue. Country Lane is being built and sold by Lennar and features two product lines: Shady Tree which includes 97 detached conventionally arranged homes sized 2,213 to 2,409 square feet, and Whispering Wind which includes 138 detached homes arranged in a motorcourt configuration with units sized from 1,618 to 2,202 square feet. The subject community is encompassed by two tract maps. Tract Map 17449 covers the northern part of the subject (the Shady Tree product line), with "Z" lots containing a minimum of 3,455 square feet. Tract Map 17450 which covers the southern part of the subject (the Whispering Wind product line), has detached cluster lots containing a minimum of 3,000 square feet. The lots vary in status from completed models, to homes under construction to finished lots. The description, ownership and condition of the lands are detailed in the chart below.

Description	No. Lots	Owner	Product / Condition / Status
Shady Tree at Country Lane (Tract No. 17449)			
Lots 1-32, 52-59, and 70-97 of Tract 17449	68	Individuals	Completed Homes
Lots 42-44 of Tract 17449	3	Lennar	Model Homes (None in Escrow)
	0		Over 95% Complete
Lots 33-39, 48-51, 60-69 of Tract 17449	21	Lennar	Under Construction (19 in Escrow)
Lots 40-41, 45-47 of Tract 17449	5	Lennar	Finished Lots (None in Escrow)
Subtotal – Shady Tree	**97**		

Whispering Wind at Country Lane (Tract No. 17450)			
Lots 52-107, 118-130 of Tract 17450	69	Individuals	Completed Homes
Lots 109-111 of Tract 17450	3	Lennar	Model Homes (None in Escrow)
Lots 40-51 of Tract 17450	12	Lennar	Over 95% Complete (12 in Escrow)
Lots 17-39 of Tract 17450	23	Lennar	Under Construction (7 in Escrow)
Lots 1-16, 108, 112-117, 131-138 of Tract 17450	31	Lennar	Finished Lots (None in Escrow)
Subtotal – Whispering Wind	**138**		
TOTAL CFD No. 35	**235**		

INTENDED USE OF THE REPORT

It is the appraiser's understanding that the client, the City of Ontario, will utilize this report in disclosure documents related to the sale of the Ontario CFD No. 35 Special Tax Bonds. This report may be included in the Official Statement or similar document to be distributed in connection with the marketing and offering of the bonds. It is the appraiser's understanding that there are no other intended uses of this report.

DEFINITIONS

Market Value

The term "Market Value" as used in this report is defined as:

> *"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*
>
> 1. *buyer and seller are typically motivated;*
> 2. *both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;*
> 3. *a reasonable time is allowed for exposure in the open market;*
> 4. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*

5. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*[1]

Inherent in the Market Value definition is exposure time or the time the subject property would have been exposed on the open market prior to the appraisal in order to sell at the concluded values. In the case at hand and considering current market conditions, the exposure time for each individually owned property or each builder-owned ownership in a bulk sale, is estimated at less than one year.

Finished Lot or Pad

The term "Finished Lot or Finished Pad" is defined as:

> *"A parcel which has legal entitlements created by a recorded subdivision map or condominium map, whose physical characteristics are a fine graded level pad or lot with infrastructure contiguous to each individual lot, asphalt paved roads and the necessary utilities. This term assumes the payment of all applicable development fees with the exception of building permit and plan check fees."*

Minimum Market Value

The term "Minimum Market Value" as used in this report is defined as:

> *"The base market value of a new home, less current concessions. That is, most buyers purchase some upgrades, options and/or lot premiums when purchasing a new home. The sales price for the new home typically includes the base price for the plan, plus any upgrades, options or lot premiums, less builder concessions, if any, which were given or paid for by the builder. In the current marketplace, concessions may also include mortgage rate buydowns and help with closing costs which are not typically reflected in the reported sales price of the home; however, are accounted for in the Minimum Market Value. The concluded minimum market value is for the base value of the plan only, not taking into consideration any upgrades, options, or premiums and taking into consideration all concessions."*

Mass Appraisal Technique

The term "Mass Appraisal" as used in this report is defined as:

[1] The Appraisal of Real Estate, 13th Edition

> *"The process of valuing a universe of properties as of a given date using standard methodology employing common data and allowing for statistical testing"*[2]

In the case at hand, the statistical testing included reviewing all original builder sales and reviewing the Multiple Listing Service ("MLS") for any re-sales and/or current listings of each plan type. In addition, we have determined the actual range of sales prices for each plan type which will be utilized in the valuation process. The search of the MLS resulted in no resales and no current resale listings within the subject properties.

Hypothetical Condition

The term "Hypothetical Condition" is defined by USPAP as:

> "*A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis"*

The Hypothetical Condition within this report is that subject property is enhanced by the improvements and/or fee credits to be funded by bonds to be issued by and is subject to the lien of Ontario CFD No. 35.

Extraordinary Assumptions

The term "Extraordinary Assumption" is defined by USPAP as:

> *"An assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions"*

There is one Extraordinary Assumption within this report which is that the sales information and the cost information as received from each builder are true and accurate. We have not reviewed actual escrow documents on the sales of the new homes but we have reviewed each sale as reported by the builder and the sale prices appear reasonable. In addition, we have not received any detail on the remaining land development costs/fees. We have considered within the appraisal the number Lennar has

[2] USPAP 2018-2019 Edition

represented. It should be noted that these costs were relied upon for the value conclusion and, if the remaining land development costs differ, it may change the value conclusions.

PROPERTY RIGHTS APPRAISED

The property rights being appraised are of a fee simple estate interest, subject to easements of record and subject to Ontario CFD No. 35. The definition of "fee simple estate" is defined as:

> *"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*[3]

EFFECTIVE DATE OF VALUE

The subject property is valued as of April 1, 2024.

DATE OF REPORT

The date of this report is May 6, 2024.

SCOPE OF APPRAISAL

As previously stated, the purpose of this appraisal is to report the appraiser's best estimate of the market value for the subject property, Ontario CFD No. 35, which is known as the community of Country Lane (specifically, Shady Tree at Country Lane and Whispering Wind of Country Lane). There are a total of 235 proposed homes, 97 at Shady Tree and 138 at Whispering Wind. This appraisal will be presented in the following format:

- County of San Bernardino Area Description
- City of Ontario/Ontario Ranch Description
- Brief Description of Ontario CFD No. 35
- Subject Property Descriptions
- Inland Empire Housing Market Analysis
- Highest and Best Use Analyses
- Valuation Procedures, Analyses and Conclusions
- Appraisal Report Summary

[3] The Appraisal of Real Estate, 13th Edition

In valuing the subject property, the value estimates will be based upon the highest and best use conclusion using the Sales Comparison Approach. The Sales Comparison Approach to value is defined as:

> *"…a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sales prices of the comparables based on the elements of comparison. The Sales Comparison Approach may be used to value improved properties, vacant land or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparables is available."*[4]

In the Sales Comparison Approach, market value is estimated by comparing properties similar to the subject that have recently been sold, are listed for sale or are under contract. Neither a cost or income approach was utilized as they were not considered necessary to arrive at credible results. In addition, we have utilized a mass appraisal technique which included reviewing all builder sales and searching the MLS for any resales and/or resale listings.

The due diligence of this appraisal report included the following:

1. Compiled demographic information and related that data to the subject property to perform a feasibility/demand analysis.

2. Gathered and analyzed information on the subject marketplace, reviewed several real estate brokerage publications on historical and projected growth in the subject market and researched the micro- and macro-economic outlook within San Bernardino County and the Ontario area.

3. Inspected the subject property between March 1, 2024 and April 1, 2024.

4. Had the site flown by an aerial photographer on March 27, 2024.

5. Interviewed representatives from each of the Builders and/or their consultants to obtain community information.

6. Reviewed a preliminary title report on portions of the majority of the subject properties.

[4] Dictionary of Real Estate Appraisal, Fourth Edition, 2002

7. Searched the area for relevant comparable residential land sales, inspected and verified each sale with a buyer or seller or broker familiar with the transaction.

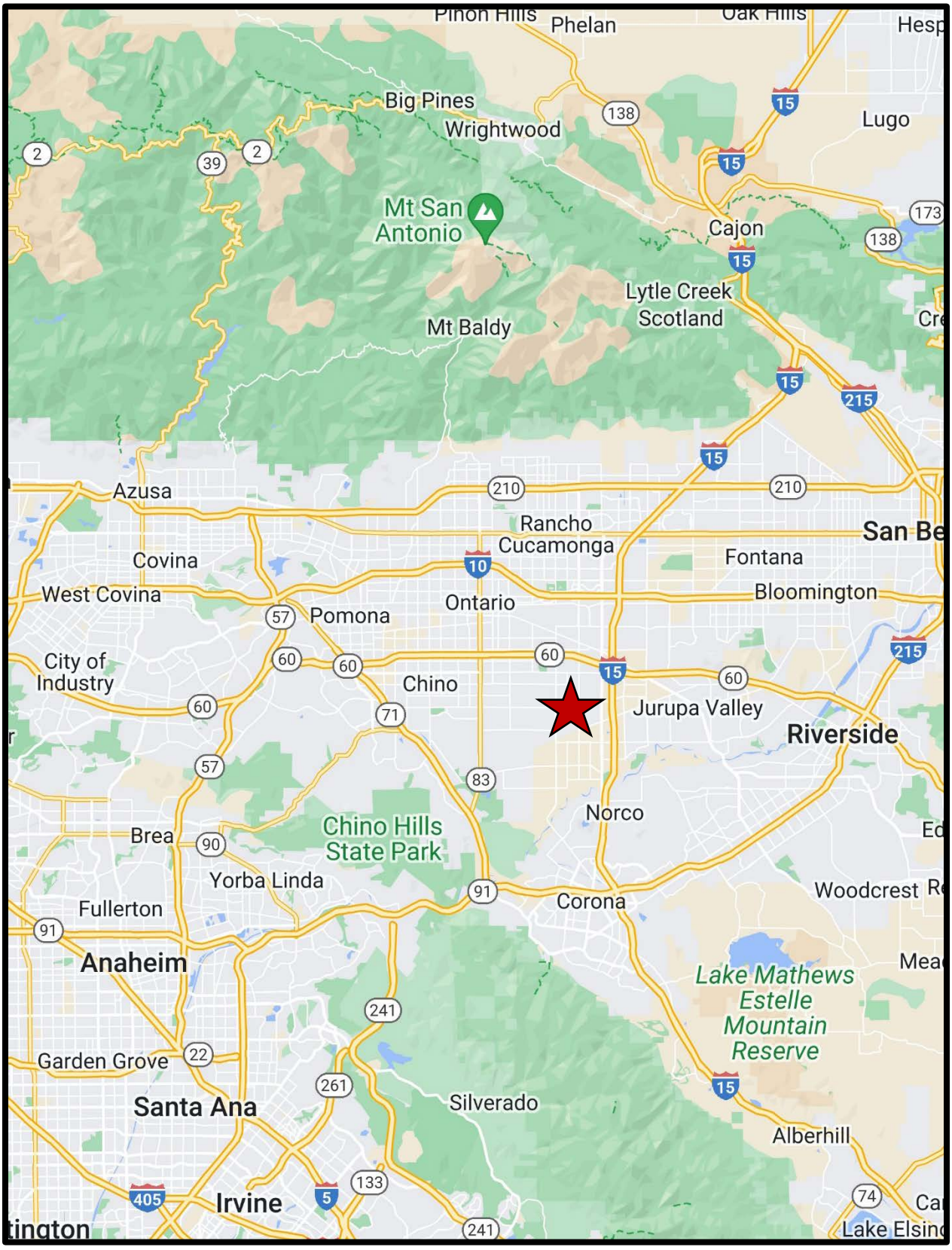
8. Searched the area for relevant comparable new home residential projects, including sales prices and concessions and interviewed representatives from each comparable project.

9. Reviewed the sales brochures and websites for the subject communities.

10. Reviewed developer sales information on each home within the communities.

11. Reviewed Multiple Listing Service information to determine if there are any resales, pending resales or listings of resale homes.

REGIONAL AREA MAP



COUNTY OF SAN BERNARDINO AREA DESCRIPTION

Location

The subject property is located in the southwestern portion of San Bernardino County, in the southern portion of the City of Ontario within the area known as Ontario Ranch. The subject lies west of Interstate 15 ("I-15") and south of State Route 60 ("SR-60"), specifically on the south side of Chino Avenue, west of Archibald Avenue and north of Schaefer Avenue.

San Bernardino County (the "County") is the largest county in the United States by area, containing over 20,100 square miles, and includes large expanses of undeveloped deserts, valleys, canyons, and mountains with mountains and deserts comprising about 90 percent of the acreage. The County is a major beneficiary of outward urban pressure from Los Angeles, Orange, and Riverside Counties. Although located at the periphery of most urban activity in Southern California, the southwestern portion of San Bernardino County has been a major growth area and is perceived by most observers as an area expected to continue to grow. Riverside and San Bernardino Counties are considered distinct from Los Angeles and Orange Counties and belong to the same Metropolitan Statistical Area ("MSA"). This area, consisting of San Bernardino and Riverside Counties, is commonly referred to as the Inland Empire.

Transportation

The subject property is situated approximately 2.5 miles west of I-15, 1.5 miles south of SR-60, approximately 4.0 miles south of Interstate 10 ("I-10"), and about 8.8 miles north of State Route 91 ("SR-91"). SR-60 is the nearest highway providing access to the subject via the Archibald Avenue exit. The I-15 also provides convenient access to the subject via the Cantu Galleano Ranch Road/Ontario Ranch Road on/off ramps. Cantu Galleano Ranch Road becomes Ontario Ranch Road at the City limits at Hamner Avenue. I-15 travels in a northerly/southerly direction and provides access to Barstow and Nevada to the north and San Diego to the south. I-10 begins from the west in Los Angeles and provides access into Arizona to the east. In the vicinity of the subject, SR-60 provides additional east/west access about 1.5 miles north of the subject, and less than three miles

south of I-10, beginning in downtown Los Angeles, providing access throughout Riverside and San Bernardino counties, and ending in Beaumont.

The County is served by Amtrak and Metrolink as well as several rail-freight lines. The Ontario International Airport provides regional international air service and is located approximately three miles north of the subject property. San Bernardino International Airport is located approximately 20 miles northeast of the subject. In addition, the County has extensive trucking corridors along the previously referred to interstates, highways, and state freeways.

Population

The County has experienced population growth for several decades and is anticipated to continue to do so in the foreseeable future. Per the California Department of Finance, the January 1, 2023 (latest available) County population was 2.182 million. This represents a one-year increase of 0.1 percent. This compares to an average annual growth rate over the past 20 years of 2.1 percent. Current projections for San Bernardino County per the California Department of Finance suggest the population is anticipated to reach approximately 2.32 million by 2030, indicating an average annual increase of approximately 0.9 percent over the next seven years. The current near zero growth rate is lower than the previous 20-year annual average of 2.1 percent, likely due to the disruption of the COVID pandemic. The future growth of 0.9 percent annually was predicted assuming a more stable market than was seen prior to the Great Recession, however doesn't take into effect the COVID pandemic.

Economy

The U.S. economy in the past few years has experienced challenging times due to reactions from the COVID disruption. These economic challenges include significant inflation, increasing interest rates, banks' instability and reaching an agreement on the debt ceiling. During COVID, the Federal, State, County and City Governments ("Governments") originally shut down non-essential businesses and areas where social gatherings occur in order to slow the spread of the virus. This created a strain on small

and large businesses alike. Restaurants and hotels were hit hard and travel reduced drastically as citizens were urged to stay home. Layoffs occurred with reports of 40 million people filing for unemployment the first few months of the pandemic. The Governments attempted to curtail the job losses and hardships with the approval of over 5.6 trillion in COVID relief to our nation. In addition, the Federal Reserve Board ("Board") reduced interest rates and started quantitative easing by buying bonds. This legislation helped shore up the U.S. economy; however, due to the significant amount of new money introduced into the economy, inflation began occurring at a rate not seen for 40 years. As of February 2024, the national inflation rate was at 3.2 percent; up from a low of 2.97 in July 2023, and down from the peak in June 2022 of 9.1 percent. This compares to a 1.24 annual percent rate for 2020 and an average of 1.74 percent annual rate for the previous ten years. Whether it is a result of world turmoil, supply chain issues due to COVID or from the additional money entering the economy, inflation has been hitting Americans hard.

In an effort to curb inflation, the Federal Reserve Board ("Board") began raising interest rates. Between March 2022 and August 2023, there were eleven interest rate increases rising the Federal Funds Rate ("FFR") from 0.25 – 0.50 percent to 5.25 – 5.50 percent. The Board has not increased rates since August 2023, due to the decrease in inflation coupled with other mostly positive signs in the economy. While the eleven increases appeared to help slow inflation, the quick, significant increases strained bank balance sheets. Three major banks failed in early 2023 with the government taking unprecedented action to help shore them up. At the most recent Board meeting (March 19-20, 2024) they continued to pause the increases for the fifth meeting in a row and continued to suggest there still could be three interest rate cuts later this year. After the March Board meeting the stock market increased to an all-time high and bond rates decreased slightly based on the news. The FFR increases over the past couple years increased a typical 30-year fixed mortgage rate from 2.98 percent as of November 10, 2021, to the high of 7.79 percent as of October 2023; however, the rate has dropped to 6.9 percent as of March 21, 2024 (per Federal Reserve Economic Data-St. Louis). This steep increase over the past two years has significantly affected the real estate market.

The COVID disruption to the economy also caused extreme volatility in the stock market with the Dow Jones Industrial Average ("DJIA") dropping from 29,398 in February 2020 to 19,174 in March 2020, a drop of 37 percent. The Government interventions resulted in a bounce back in the DJIA to 27,111 by June 2020 with the stock market then climbing up to a peak of 36,799 in January 2022. In February 2022, Russia began invading Ukraine which caused volatility in world economics followed by U.S. inflation, interest rate increases and instability in the U.S. due to the debt ceiling being reached. In addition, Israel declared war on Hamas on October 7, 2023, which added to the strain. All of these factors caused a drop in the DJIA of over ten percent from January 2022 to the low on October 27, 2023 (32,418); however, the Federal Reserve Board's notes from March coupled with generally strong economic news, brought the stock market to a new all-time high of 39,340 (March 25, 2024). It appears the Board's decision not to increase rates further and their suggestion that decreases may occur in the next nine months has been well received by investors. Current concerns on the U.S. economy include the nation's debt limit which can only be increased through government approvals. The current partisanship in our government caused a stand-off in increasing the debit limit which has been in danger of being reached numerous times with several temporary deals being reached, however, no permanent agreements at this time.

The significant increase in mortgage rates over the past 20 months is just one part of the puzzle affecting the impact of new housing on the broader economy. Additional risks include homebuilders trying to find balanced inventory levels, supply chain issues, both wage and price increases, and persistent inflation. Over the past 25 years, the Inland Empire economy has had significant cycles with home prices almost doubling from 1995 to 2005, then falling by over 50 percent during the Great Recession, taking prices back to 2002 levels. Home values appeared to hit bottom in 2009 then remained essentially flat for two to three years with the majority of the Inland Empire housing market seeing an improvement beginning in mid-2012. Contrary to homebuilder's original thoughts of a slowdown due to the COVID pandemic, new home buyers stepped up in the spring of 2020 and new home sales were significantly higher during the second half of 2020 versus

the previous year and continued extremely strong throughout 2021. This exceptional activity in new home sales was the one bright spot in the COVID disruption and is thought to be due to several factors, including: a tight supply of resale homes; historically low interest rates; millennials finally buying homes; and the work from home factor which began during the pandemic and allowed residents to live in more suburban areas without long commutes. As rates began increasing in early 2022, there was a significant slowdown in sales within the Inland Empire. The high mortgage rates have significantly slowed existing homeowners from moving. The limited availability of existing homes on the market has resulted in new homes capturing a much larger share of the total home sales; however, new home sales are also down year-over-year in the Inland Empire.

While most jobs have come back, job losses were significant during the COVID recession as the Nation's unemployment rate went from 3.5 percent in February 2020 to 14.4 percent in April 2020, with the February 2024 National unemployment rate at 4.2 percent (Employment Development Department, not seasonally adjusted). The unemployment rate for the MSA was estimated at 5.5 percent (as of February 2024 per the Employment Development Department). This reflects a decrease from the peak during the Great Recession of 15.1 percent in 2010 and a decrease from the peak during COVID of 14.9 percent. As of February 2024, Riverside County's unemployment rate was 5.6 and San Bernardino County had a 5.4 percent unemployment rate. The current unemployment rate for the MSA of 5.6 percent is similar to the California rate at 5.6 percent and higher than the February 2024 National rate of 4.2 percent. Below is a table comparing San Bernardino County's unemployment rate to the unemployment rates of the surrounding counties as of February 2024.

Jurisdiction	As of	Unemployment Rate*
Los Angeles County	Feb-2024	5.0%
Riverside County	Feb-2024	5.6%
San Bernardino County	Feb-2024	5.4%
Orange County	Feb-2024	4.2%
San Diego County	Feb-2024	4.7%

Source: State of California E.D.D.; *Not Seasonally Adjusted

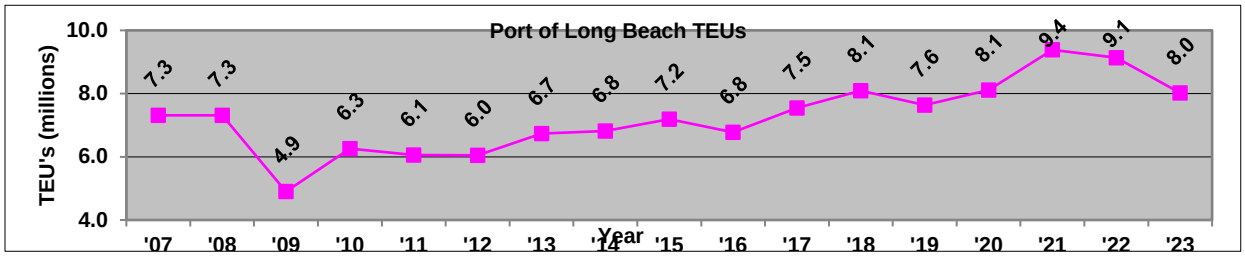
The latest UCLA Anderson Forecast ("Forecast") was issued March 13, 2024, and stated the possibility of a recession has faded due to expansionary fiscal policy, new national industrial policy, and the fact that consumers are still spending despite the perception of economic uncertainty. GDP growth in the fourth quarter came in at a higher-than-expected 3.2 percent annual rate of growth that was mostly due to strong consumer spending but also to inventory replacement after the holidays. The Forecast is now for the first quarter 2024 growth to be 2.2 percent. They believe the impact of higher interest rates will restrain growth in 2024. Inflation is still higher than the target 2.0 percent primarily because of residential rents, automobile repair and new health insurance premiums. The upside of the Forecast is productivity growth thanks to new technology that drives higher wages and higher GDP. The Forecast mentions risks to their current forecast include a possible shutdown of government, geopolitical events and the possibility of a different national economic policy in 2025 due to the election.

The UCLA Forecast for California is typically more positive than the overall Nation due to job growth in California; however, this Forecast suggests a slower-growing California economy with the growth not much faster than the U.S. They believe that the unemployment rate for the first quarter of 2024 will average 4.7 percent (currently 5.6 percent) with the 2024 yearly average of 4.6 percent, then 3.8 percent in 2025 and 3.9 percent in 2026. The housing market in California is still misbehaving as higher interest rates should send prices lower; however, the median price of an existing single-family home sold in the state has climbed significantly since December 2022 by 9.3 percent in San Diego; 9.0 percent in Los Angeles and 3.9 percent in San Francisco. With existing home sales numbers at depression levels, builders are responding with new developments with the Forecast stating that 32 percent of all developers interviewed in Northern California and 55 percent in Southern California are planning to begin one or more new multi-family projects in 2024. The Forecast is estimating 123,000 net new units to be permitted in California in 2024 and grow to 159,500 by the end of 2026.

One bright spot in the current economy is sales of new homes. While existing homeowners are reluctant to put their houses on the market due to their under-four

percent mortgages, new home sales continue. Even with rates in the seven percent range, new homes are still selling. This is partially due to the extremely limited availability of existing homes on the market, coupled with homebuilders offering to buy-down interest rates to help new home buyers. While new homes historically captured 10 – 13 percent of total home sales; over the past year new homes are capturing over 30 percent of total home sales. This rush to new home purchases has put pressure on pricing, even while interest rates have soared. During the Great Recession median housing prices (existing) in San Bernardino County dropped from a high of $350,288 in March 2006 to a low of $120,406 in May 2009. Median prices surpassed the pre-recession high in September 2020, hit a peak in April 2022 of $495,000 with the median home price bouncing generally between $475,000 and $500,000 over the past six months (all statistics per the California Association of Realtors). The median home price in San Bernardino County is up 2.3 percent year over year, which will be discussed further in the Inland Empire Housing Market section later within this report.

As a final indicator of overall economic activity for the region, we have reviewed the rise and fall of TEUs (Twenty-foot Equivalent Units – i.e., containers) being processed in the local ports. This is especially important for the Inland communities, as it represents much of the growth in development of west coast distribution centers and warehouses in the Inland Empire linked to supply-chain nodes in the Pacific Rim. The chart below shows TEU activity at the Port of Long Beach. Generally, there had been increases since 2009 with the exception of a slight dip in 2016 and again in 2019 which ended with a 5.6 percent downturn. The 2022 calendar year saw a decrease of 2.6 percent from the previous year; however, 2023 saw the largest percentage decrease of 12.2 percent year over year (8,018,668 versus 9,133,657 total TEUs). It should be noted that consumer demand cooled in mid-2022 leaving fewer TEUs needed. For the calendar year 2024, TEUs are up over 20 percent.



Education

The subject area is served by the Mountain View Elementary School District and Chaffey Joint Union High School District. The subject is assigned to Mountain View Elementary, Grace Yokley Middle School, and Colony High School. Mountain View Elementary School District operates a total of five schools (four elementary schools and one middle school) and Chaffey Joint Union High School District operates 12 schools serving students above middle school age. Community Colleges are available near the subject at Chaffey College in Rancho Cucamonga (ten miles north), at Chaffey College's Chino campus (five miles west of the subject in Chino), and San Bernardino Valley College (17 miles northeast). Higher education is available approximately 20 miles to the northeast at California State at San Bernardino, about 15 miles east is University of California at Riverside, ten miles northwest in the private Claremont Colleges area which include Claremont McKenna College, Pitzer College, Harvey Mudd College, Pomona College, and Scripps College, and 13 miles to the northwest at Cal Poly Pomona.

Conclusion

Population in the County has increased over the past 20 years with predictions for continued population growth. The Nation's economy has been slowing after the Board increased the FFR over five percent to fight historical inflation which began during COVID. One bright spot during COVID was housing; the region's relative affordability and low interest rates, coupled with the rising prices in the coastal market and the demand for housing, set up a new housing boom. This was followed by a significant drop in sales due to existing homeowners being unwilling to give up their low-rate mortgages, which turned out to be a boon for new homes. Current concerns for the Inland Empire economy include stubborn inflation, the high prices of homes, higher interest rates, supply chain issues, possible government shutdowns along with the Russian/Ukraine and Israel/Palestine conflicts, which are all creating volatility in both local and global financial markets. In conclusion, the County is expected to continue to grow in population due to its Southern California location, the availability of land, and the relatively lower land and housing prices in comparison to adjacent Orange, Los Angeles, and San Diego Counties.

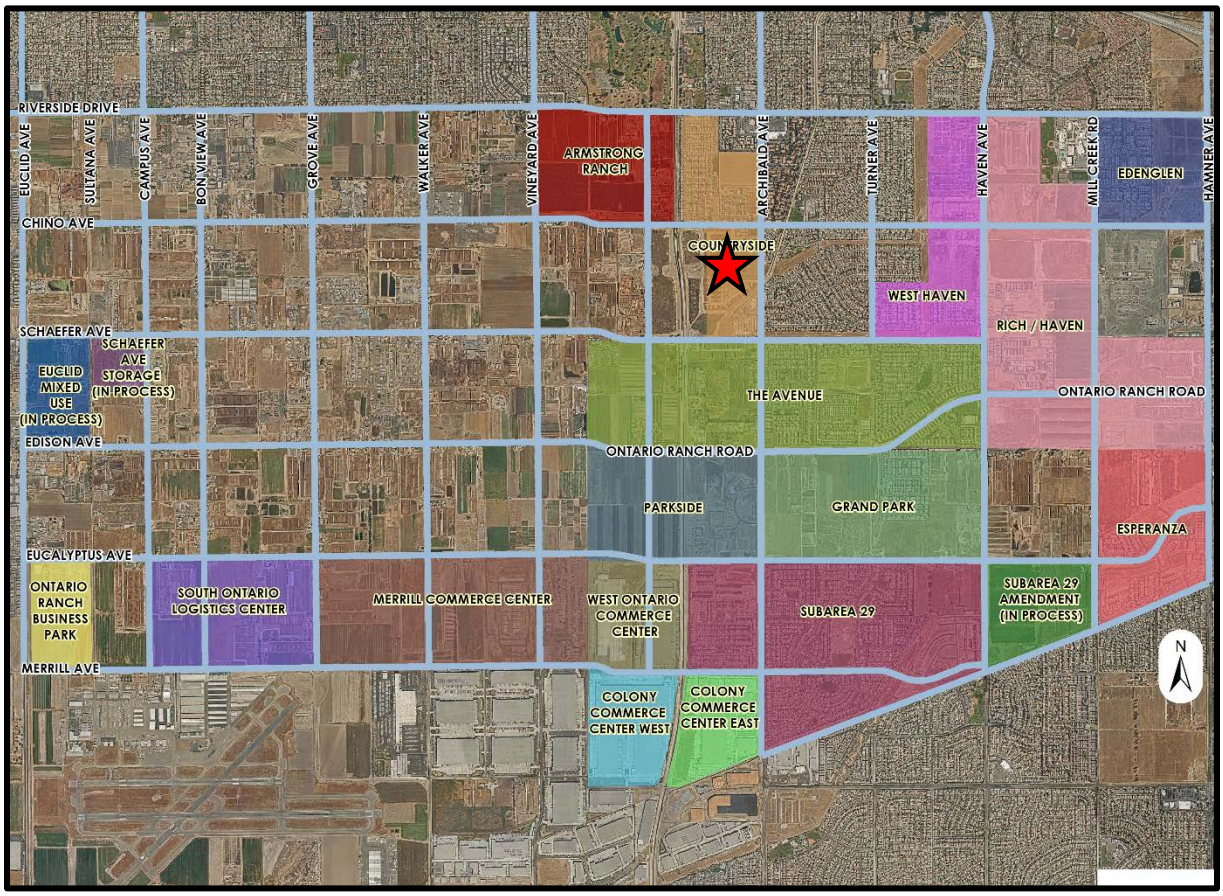
CITY OF ONTARIO / ONTARIO RANCH DESCRIPTION

General Area

The subject property is located in the southern portion of the City of Ontario near the western boundary of San Bernardino County. The City is about 35 miles east of downtown Los Angeles and encompasses approximately 50 square miles of land area. Ontario was established in 1882 by Canadian engineers George and William Chaffey and Charles Frankish. The settlement was originally named Ontario Model Colony after the province in Ontario, Canada where the settlers were from. The subject is located in the area known as the Ontario Ranch (formerly the New Model Colony) which includes approximately 8,200 acres that was formerly a portion of the San Bernardino Agricultural Preserve and was annexed by the City of Ontario in 1999. The Ontario Ranch is generally bounded by Riverside Drive to the north, Milliken Avenue/Hamner Avenue to the east, the Riverside County line and Merrill Avenue to the south, and Euclid Avenue to the west. The area was predominantly dairy farms and agricultural lands until the early 2000s when it began transitioning into residential land use. The Great Recession stopped development in the Ontario Ranch until 2012 when land sales and development began once again. Between the second half of 2020 into 2022, Ontario Ranch benefited from the significant increase in new homes sales due to the COVID pandemic factors. Residential land sales slowed from mid-2022 to mid-2023 with land transactions occurring since that time.

On the following page is a map showing the Ontario Ranch area in the City of Ontario. The map shows the amount of land available for future development in the community. The 8,200 acres of the Ontario Ranch is proposed for over 30,000 new residential units. As a result of the Ontario Ranch, the City is planning on adding 150,000 new residents over the next 20 years which will make it one of the 50 largest cities in the U.S. The map identifies the various specific plans within Ontario Ranch. The subject is located within the Countryside Specific Plan with the subject's approximate location identified by the red star below.

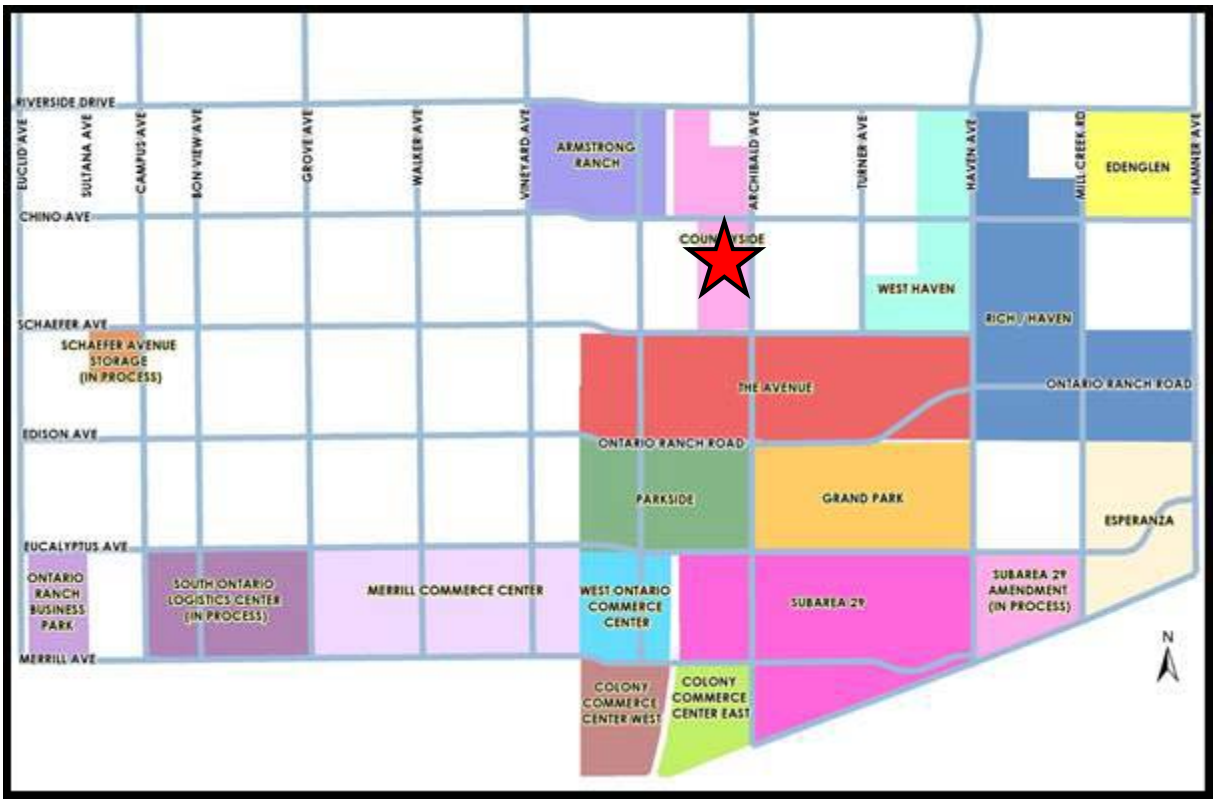
The Ontario Ranch and Surrounding Area



Population

The City of Ontario had a January 2023 estimated population of 180,717 which reflects an increase of 1.1 percent from the year before (per Department of Finance); however, during this time period the majority of cities in the County had a declining population with the overall County showing a slight 0.1 percent increase. Between 2010 and 2020 the City grew at an average annual growth of 1.43 percent. The more recent population increase is mostly due to the new development within the Ontario Ranch which is essentially the last remaining undeveloped residential land within the City. The population is anticipated to continue to increase at a faster rate than the overall County due to the new residential development currently underway in Ontario Ranch; however, with the recent rise in interest rates, the population growth rate may be tempered. Below is a map from the City of Ontario's website showing the various specific plans within the Ontario

Ranch. As mentioned, the subject property is located within the Countryside Specific Plan (pink).



Within the Ontario Ranch, out of the total 8,200 acres, 4,026 acres are approved within the above 18 specific plans (per latest update on City website). Within the approved 4,026 acres are; 10,455 single family residences, 10,659 multi-family residences, 1.63 million square feet of commercial, 16.35 million square feet of industrial and 3.88 million square feet of business park. There is an additional 314 acres and 574 single family units in process for approval along with 4.42 million square feet of industrial space and nearly 920,000 square feet of business park. There are ten residential specific plans currently with approvals which include Grand Park, The Avenue, Parkside, Subarea 29, Rich Haven, Parkside, Esperanza, West Haven, Edenglen, Armstrong Ranch and Countryside (includes the subject property). In addition, there are approvals for the Colony Commerce Center West, the West Ontario Commerce Center, the Colony Commerce Center East, the Merrill Commerce Center, the Ontario Ranch Business Park, and South Ontario Logistics Center. There is one amendment to a specific plan in process, which is in Subarea 29, which includes 574 single family units over 125 acres. There are currently

five specific plans marketing houses: Parkside, Subarea 29, Esperanza, West Haven, and Countryside. Esperanza includes Lennar's Esperanza age qualified community of Vivir as well as Sunset Ranch with two active townhome communities: Belmont and Moonstone, both by KB Home. Subarea 29 has Lennar's Fairhaven. The Avenue has one new home project that recently sold out: Cambridge Court by Woodside. Rich Haven has three new home projects currently selling: Oleander by Shea; Neuhouse by Landsea; and Canvas Park (townhomes) by Brookfield. NUVO (which includes Bryant, Grant, Hyde, and Lincoln) is within Parkside and is being built-out by The New Home Company. Lastly, Countryside currently has two new home communities, Shady Tree at Country Lane, and Whispering Wind at County Lane (subjects), both by Lennar. Park Place was developed by Lewis Community Developers and Stratham Communities in a partnership, previously had over ten new home neighborhoods selling by five different homebuilders, but all have closed out as the original Park Place is built-out.

Ontario Ranch Parkway has on/off ramps from the I-15 about 0.25 miles west of the entrance to Ontario Ranch. Ontario Ranch Parkway is known as Cantu-Galleano Ranch Road in Riverside County. The County line generally runs along Hamner Avenue at Ontario Ranch Parkway with the west side of Hamner Avenue in San Bernardino County and the east side of Hamner Avenue in the panhandle of the City of Eastvale in Riverside County.

Transportation

The City is served by three major freeways. State Route 60 and Interstate 10 traverse the City in an east west direction while Interstate 15 runs in a north-south direction just east of the City, in the Ontario Ranch area and through the City north of I-10. The Ontario International Airport is located about five miles north of the subject. Ontario International is the 15th busiest airport in the country measured by cargo carried. It is a major hub for freight and is surrounded by one of the largest warehousing/distribution districts in California. This industrial area is divided between the cities of Ontario, Rancho Cucamonga, Jurupa Valley, Fontana and Eastvale

Economy

While the early economy of Ontario was more dairy and agricultural influenced, in the 1970s thru 1990s the development of industrial buildings surrounding the airport fueled the area. This industrial area became built-out leaving little land for development remaining in the late 1990s when the annexation of the Ontario Ranch occurred. Once planning was approved, land began selling to residential home builders in the mid-2000s however the Great Recession stopped development generally from 2006 through 2012.

Over 5,000 homes have been sold in Ontario Ranch since early 2016. There were several land transactions within the Ontario Ranch in 2012 and 2013 however 2014 saw a slow down with little to no finished lot sales in the area. The year 2015 saw no finished lot sales but did include additional construction by Brookfield Homes in the area of The Avenue. The years 2018 through 2021 saw more residential land transactions in Ontario Ranch and synergy in the area began, with five land closings in 2020, four in 2021, none in 2022. In 2023 land sales began in earnest once again as it was recently announced that Ontario Ranch was the top selling Southern California region for the second consecutive year. The sales activity has led builders to jump on new land opportunities as new home pricing and sales rates were both increasing. In 2023 numerous land transactions in the greater Ontario area went under contract with several recent closings due to new home sales occurring at an above average rate. This is thought to be due to the extremely limited supply of existing homes for sale. Historically 10 – 13 percent of total home sales are new homes; however, for the past year, new home sales are capturing 30 – 40 percent of total sales due to the limited availability of existing home sales.

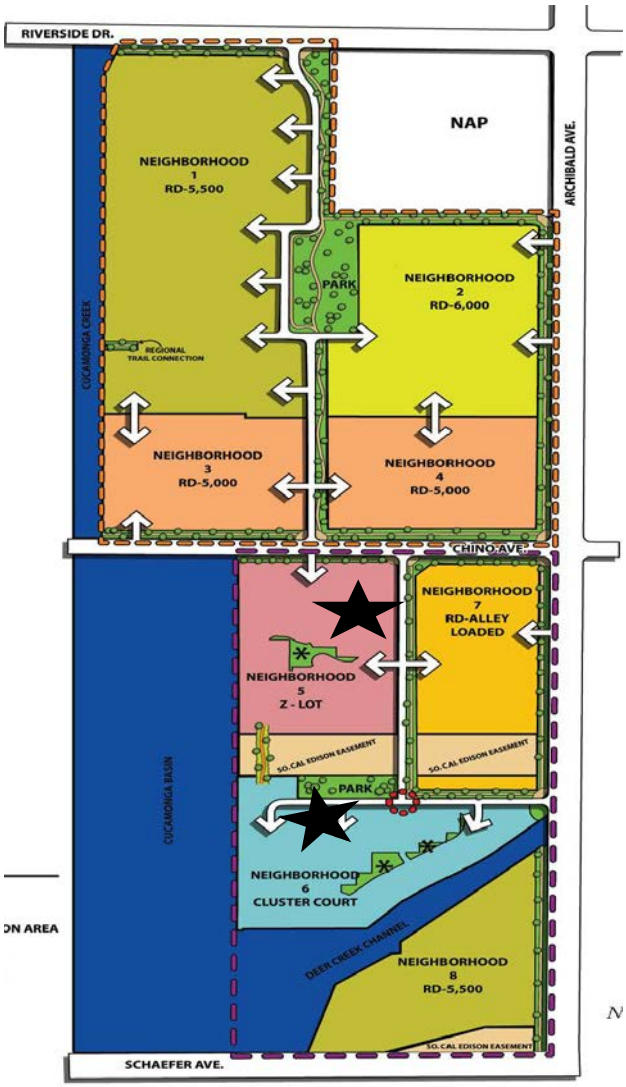
For shopping within Ontario Ranch, the New Haven Marketplace opened with a Stater Bros market, Starbucks, Chase Bank, Brew Haven Tap House, Carl's Jr and Jersey Mike's along with additional in-line space. Adjacent to the Ontario Ranch, immediately to the east, between I-15 and Hamner Avenue is the recently developed industrial area located within the "panhandle" of the City of Eastvale. This area currently houses Costco, an Amazon fulfillment center, and both Walmart and UPS Distribution centers.

Summary

Population in the City of Ontario had continually grown at a slower rate than other areas within the County due to the essential build-out prior to the approval of the Ontario Ranch. Since Ontario Ranch approvals, the growth rate within the City has been significantly higher than that of the County. Predictions are for a stronger population growth due to the transition of lands within the Ontario Ranch from agricultural uses to residential uses. There have been numerous specific plan approvals and residential land sales within Ontario Ranch in the past few years. Ontario has enjoyed strong new home sales and price increases along with the rest of the Inland Empire housing market in the last two years. The neighboring City of Eastvale is essentially built-out with Ontario Ranch in the direct line of development from the more populated coastal areas. While higher interest rates suggest a real estate slowdown, due to the population growth, the need for new homes will continue. The City, and more specifically the Ontario Ranch, are projected to continue to have positive growth into the future.

COUNTRYSIDE SPECIFIC PLAN / IMMEDIATE SURROUNDINGS

The Countryside Specific Plan ("Countryside") encompasses an estimated 178 gross acres and is proposed for 819 residential units within the Ontario Ranch (formerly known as the New Model Colony) in the City of Ontario where it was known as Planning Subarea 5. The vision of the Specific Plan was to create a livable community combining safe and pleasant neighborhoods within walking distance to parks and surrounding commercial and recreational facilities. Countryside is generally bound by Riverside Drive on the north, Archibald Avenue on the east, Schaefer Avenue on the south and the Cucamonga Creek and Cucamonga Basin on the west. Development began in Countryside in 2016 with neighborhoods 1, 3 and 4 (within northern portion) developed between 2016 and 2018. The subject property refers to neighborhoods No. 5 and 6 (identified by the black stars).



The Countryside Specific Plan was approved in 2006, prior to the Great Recession which halted development. Three neighborhoods (Neighborhood 1, 3 and 4) were developed between 2016 and 2018. Neighborhood 5 and 6 (subject property) were purchased by Lennar over three years ago (per Lennar representatives) and are being developed as Whispering Winds and Shady Tree. The entire Countryside project was original planned as two Planning Areas which are broken out as follows with the subject property being Neighborhoods 5 and 6 in Planning Area 2

Planning Area 1 - North of Chino Avenue				
Neighborhood	**Acres**	**# DU's**	**Type**	**Density**
1	34.09	187	5,500 sf lots	5.49
2	20.46	106	6,000 sf lots	5.18
3	11.45	70	5,000 sf lots	6.11
4	12.43	73	5,000 sf lots	5.87
Subtotal P.A 1	**78.43**	**436**		5.56
Planning Area 2 – South of Chino Avenue				
5	12.76	98	Z-Lot	7.68
6	14.82	141	Cluster Court	9.51
7	11.21	60	Alley Loaded	5.35
8	12.32	84	5,500 sf lots	6.82
Subtotal P.A.2	**51.11**	**383**		7.49
Total Residential	**129.54**	**819**		
Other Land Uses				
Park	5.61			
Paseo	3.78			
Neighborhood Buffers	3.66			
Streets	19.10			
SCE Easement	7.31			
Deer Creek Channel	9.03			
Subtotal Other	48.49			
Project Total	**178.03**	**819**		

The subject site essentially wraps around the southwest corner of Chino and Archibald Avenues with frontage of Neighborhood 5 along Chino Avenue and Neighborhood 6 having frontage along Archibald Avenue. Neighborhood 2 (located at the corner of Chino and Archibald which the subject wraps around) is currently under construction by KB Home as Crestview and is planning for their grand opening the first weekend in April.

The subject is surrounded existing residential to the north (Neighborhoods 1, 3 and 4) and a vacant parcel (Neighborhood 2) which was recently sold to Lennar; existing residential to the east (beyond Archibald, vacant lands to the south along with an industrial building and vacant lands to the west beyond Cucamonga Creek.

Shopping is available about one-half mile north at the southeast corner of Riverside Drive and Archibald Avenue at a Ralph's Supermarket anchored shopping center; about one mile southeast at a Stater Bros anchored shopping center at the corner of Ontario Ranch Road and Haven Avenue or in Eastvale at the northeast corner of Limonite and Archibald Avenues about two miles south of the subject at a Sprout's anchored shopping center. More regional shopping is available within three miles with Costco, Target, Home Depot and Lowes.

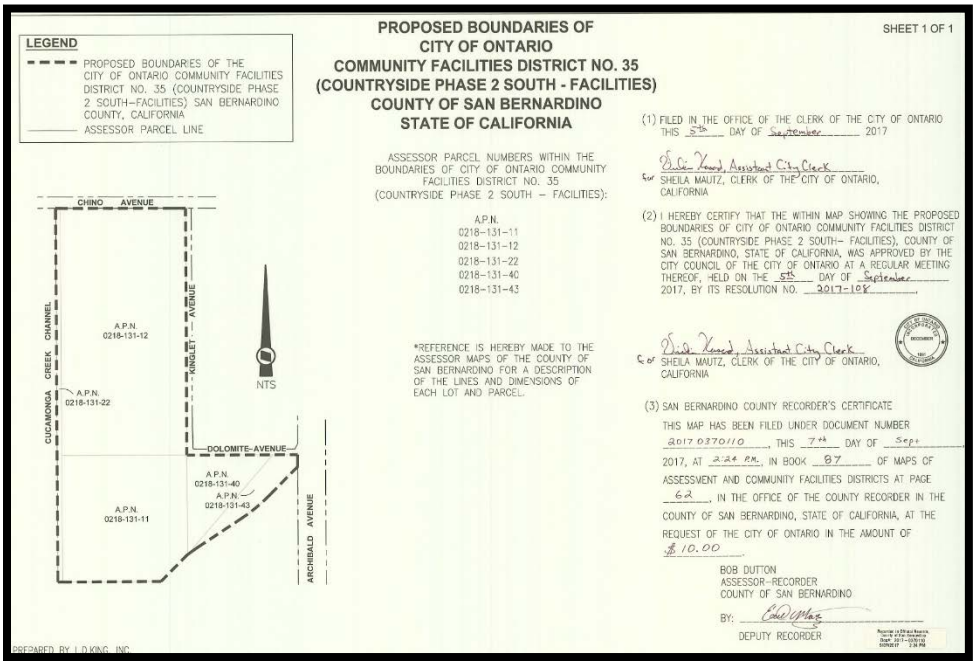
ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35

We have reviewed the Formation Hearing Report ("Report") dated October 17, 2017, prepared for Ontario CFD No. 35. Per the Report the City Council of the City of Ontario adopted a Resolution of Intention to establish Ontario CFD No. 35 on September 5, 2017. The Report gives the following description of authorized facilities and services.

Facilities to be Financed or Purchased – The types of facilities to be financed or purchased by Ontario CFD No. 35 are street and bridge improvements, including grading, paving curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services – Police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

The boundary map is shown as follows:



PROPOSED BOUNDARIES OF
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET 1 OF 1

LEGEND
- - - - PROPOSED BOUNDARIES OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH–FACILITIES) SAN BERNARDINO COUNTY, CALIFORNIA
——— ASSESSOR PARCEL LINE

ASSESSOR PARCEL NUMBERS WITHIN THE BOUNDARIES OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH – FACILITIES):

A.P.N.
0218–131–11
0218–131–12
0218–131–22
0218–131–40
0218–131–43

*REFERENCE IS HEREBY MADE TO THE ASSESSOR MAPS OF THE COUNTY OF SAN BERNARDINO FOR A DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH LOT AND PARCEL.

CHINO AVENUE
CUCAMONGA CREEK CHANNEL
KINGLET AVENUE
DOLOMITE AVENUE
ARCHIBALD AVENUE
A.P.N. 0218-131-12
A.P.N. 0218-131-22
A.P.N. 0218-131-40
A.P.N. 0218-131-43
A.P.N. 0218-131-11
NTS

(1) FILED IN THE OFFICE OF THE CLERK OF THE CITY OF ONTARIO THIS 5th DAY OF September 2017

Dixie Young, Assistant City Clerk
for SHEILA MAUTZ, CLERK OF THE CITY OF ONTARIO, CALIFORNIA

(2) I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH– FACILITIES), COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ONTARIO AT A REGULAR MEETING THEREOF, HELD ON THE 5th DAY OF September 2017, BY ITS RESOLUTION NO. 2017-108

Dixie Young, Assistant City Clerk
for SHEILA MAUTZ, CLERK OF THE CITY OF ONTARIO, CALIFORNIA

(3) SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE
THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2017 0370110, THIS 7th DAY OF Sept. 2017, AT 2:24 P.M., IN BOOK 87 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY OF ONTARIO IN THE AMOUNT OF $ 10.00

BOB DUTTON
ASSESSOR–RECORDER
COUNTY OF SAN BERNARDINO
BY: _____
DEPUTY RECORDER

PREPARED BY: L.D.KING, INC.

The cost estimate for the Facilities and Services as stated in the Report is shown below.

Estimated Cost of Facilities and Services	$ 6,754,000
Replacement Facilities and Services	$16,359,000
Incidentals:	
Bond Reserve Fund	$ 1,775,000
Bond discount/Issuance Costs	$ 1,053,000
Capitalized Interest	$ 359,000
Total Bond Amounts Needed	$26,300,000

It should be noted that at the time of the Report which included the above cost estimate, the total authorized amount of bonds for Ontario CFD 35 was $27,000,000. On June 7, 2022, the City of Ontario passed, approved, and adopted Resolution No. 2022-049 which amended the total authorized amount of bonds to $45,000,000. It should also be noted that the above amounts assume three series of bonds over 100 years.

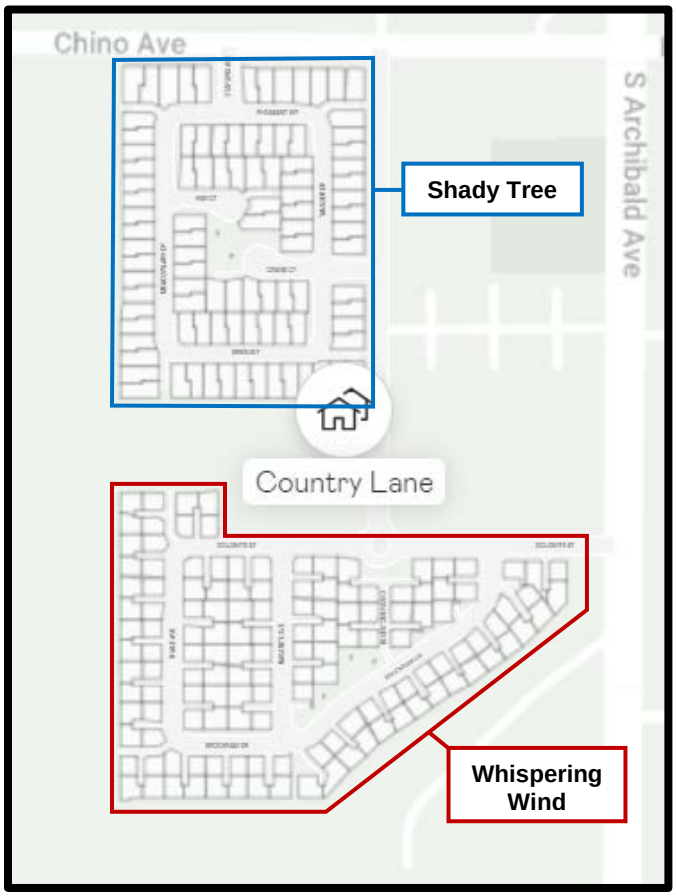
The Assigned Special Tax amounts for developed property within Ontario CFD No. 35 as shown in the Rate and Method of Apportionment (recorded July 22, 2022) are shown in the table below.

Land Use Class	Description	Square Footage	Assigned Special Tax
1	Single Family Detached Property	< 1,501	$3,342 per Unit
2	Single Family Detached Property	1,501 – 1,700	$3,454 per Unit
3	Single Family Detached Property	1,701 – 1,900	$3,626 per Unit
4	Single Family Detached Property	1,901 – 2,100	$3,849 per Unit
5	Single Family Detached Property	2,101 – 2,300	$3,935 per Unit
6	Single Family Detached Property	2,301 – 2,500	$4,073 per Unit
9	Single Family Detached Property	> 2,500	$4,262 per Unit
10	Other Residential Property		$52,912 per Acre
11	Non-Residential Property		$52,912 per Acre

Per the latest Sources and Uses of Funds (dated April 17, 2024), the total uses of funds (all amounts subject to change) are anticipated to be $9,944,269 in Project Fund Deposits, $738,037 in Debt Service Reserve Fund, $440,600 in Cost of Issuance and Underwriter's Discount and a deposit to Administrative Expense Fund of $89,244. A copy of the Ontario CFD No. 35 boundary map is located in the Addenda for your review.

SUBJECT PROPERTY DESCRIPTIONS

The subject property consists of the community known as Country Lane by Lennar. Country Lane features two neighborhoods with distinct product lines: Shady Tree, and Whispering Wind. Information specific to each neighborhood is listed below.



Shady Tree at Country Lane

Location:	South side of Chino Avenue, west of Archibald Avenue, Ontario Ranch, Ontario, California.
Legal Property Description:	Lots 1-97 of Tract Map No. 17449.
Property Owner:	Individual Owners as Lots 1-32, 52-59, and 70-97 of Tract 17449; Lennar as to Lots 33-51 and 60-69 of Tract 17449.
Assessors Parcel Nos.:	0218-283-01 through -55; 0218-284-01 through -42.
Property Taxes:	We have attempted to review a sample Shady Tree home tax bill on Assessor Parcel Number 0218-283-53. There were two tax bills

which appeared to have been issued on the subject property for 2023 which totaled $12,404.05 in overall taxes and assessments, based on an assessed value of $662,996. The taxes on this parcel are paid current. This equates to an overall tax rate of 1.87 percent. It is an assumption of this report that the overall tax rate for the subject property, once fully improved, is under two percent.

Three-Year Sales History: Per Lennar representatives, Lennar has owned the subject for longer than three years. Lennar began selling homes at Shady Tree in October 2022. Individual homebuyers have closed on 68 homes between May 16, 2023, and April 1, 2024. There are 19 proposed homes in escrow which are due to close upon completion.

Size and Shape: The subject property is roughly rectangular shaped and contains an estimated 18.723 gross acres and 16.958 net acres per recorded Tract Map No. 17449. Tract Map 17749 includes a 3.767-acre open space lot (a SoCal Edison easement) on the southern portion of the site, which divides Shady Tree from Whispering Wind.

Zoning: Per the City of Ontario's General Plan (Land Use Plan LU-01) the site is designated as LMDR or Low Medium Density Residential, which allows for 5.1-11.0 dwelling units per acre. The General Plan Land Use Map also shows the southern portion of the subject (Tract No. 17450) as partially falling within the Chino Airport Influence Area overlay. Per the current City of Ontario Zoning Map, the site is shown as Specific Plan – Countryside (PSP04-001). Per the Countryside Specific Plan the site is allowed up to 98 units on "Z" lots.

Entitlements: Tract Map No. 17449 encompasses the northern portion of the subject property and covers all of the Shady Tree neighborhood within County Lane. Tract Map 17449 covers 18.723 gross acres and 16.958 net acres, was recorded on December 16, 2021, and divides the northern portion of the subject into 97 numbered "Z" lots and 19 lettered lots. This includes one large 3.767 acre lettered open space lot at the southernmost end of Tract Map 17449 which serves as a SoCal Edison easement that bisects the subject.

The recorded tract maps allow for 97 single family detached "Z" lots with a minimum lot size of 3,455 square feet on the total 16.958 acres resulting in an overall density of 5.7 dwelling units per acre which is within the allowed zoning and general plan designation.

Topography: The topography of the Shady Tree site is generally flat, and at street level of Chino Avenue, the northern border. The lands have been developed into single-family detached "Z" lots with drainage in an engineered street drainage system.

Soils Condition: We have reviewed a "Supplemental Geotechnical Evaluation, Countryside II Project" that covers both Tracts 17449 (Shady Tree) and 17450 (Whispering Wind) prepared by Petra Geosciences of Costa Mesa, and dated November 5, 2020. The report makes recommendations that should be appropriately implemented during remaining grading and construction. The Report references previous soils testing reports that were not provided and have not been reviewed. The Report also mentions recommending methane testing.

It is an assumption of this report that the soils are adequate to support the highest and best use conclusion and that all recommendations in the soil reports were adhered to during construction. This is evidenced by construction of homes on the site and City inspectors on site during construction.

Seismic Information: The subject property is not located in a designated Earthquake Study Zone (Alquist-Priolo Earthquake Fault Zone) as determined by the State of California (via City of Ontario) and there are no known active faults crossing the site.

Environmental Concerns: We have reviewed a "Volume 1 Countryside Specific Plan Final Environmental Impact Report" ("EIR") which includes the subject lands, prepared by EIP Associates of Los Angeles, and March 2006. The EIR provides a summary of impacts and mitigation measures and classifies them into "Less Than Significant," "Potentially Significant," and "Significant and Unavoidable" categories.

It is an assumption of this report that there are no environmental issues which would slow or thwart development of the subject property. This is suggested by construction of homes on the site and City inspectors on site during construction.

Methane Reports: We have not received any Methane Reports to review. It is an assumption of this report that there are no methane issues which would slow or thwart development of the subject property.

Flood Information: Per FEMA Map No. 06071C8638H dated August 28, 2008, the subject is shown as being in Zone X with "Area with Reduced Flood Risk due to Levee."

Easements and Encumbrances: We have reviewed a Preliminary Title Report prepared by Lennar Title that covers Shady Tree at Country Lane, the northern portion of the subject property. Report 192002-001256 dated August 29, 2022, covers Tract Map 17449. The report notes the following exceptions:

Item Nos. 1, 2, 3 and 4 refer to property taxes and the Special Tax Assessment for CFD 19 (Countryside Phase 1 Services) and the subject CFD No. 35. Item No. 5 pertains to water rights. Item Nos. 6, 7, 8, 9, 10, 14, 21 and 22 refer to easements on the property. Item No. 11 pertains to a development agreement with amendments recorded on the site. Item No. 12 and 13 pertain to water quality management plans. Item Nos. 15, 16, 17, 18, 19 and 20 all refer to matters shown or disclosed by the filed map on the site. Item No. 23 states no known matters otherwise appropriate to be shown were deleted from the report.

While the exceptions appear typical for subject-type lands, it is an assumption of this appraisal report that the subject lands are free and clear of any liens and/or encumbrances other than CFD No. 35 and the noted CFD No. 19. The appraisers are not title experts, and it is recommended that any concerns relating to title should be addressed to the appropriate experts.

Utilities: All normal utilities are available to serve the subject site by the following companies:

Electrical:	Southern California Edison Company
Natural Gas:	The Gas Company
Sewer/Water:	City of Ontario
Schools:	Mountain View District and Chaffey Joint Union High School District (Mountain View Elementary, Grace Yokley Middle, Colony High)

Streets/Access: Access to the subject property is convenient via both SR-60 and I-15. From SR-60, exit Archibald Avenue and head south 1.2 miles to Chino Avenue. Head west on Chino Avenue less than one quarter mile; the subject is on the south side of Chino Avenue at Starling Avenue. From I-15, exit Ontario Ranch Road and head west just over 2.5 miles to Archibald Avenue, then north on Archibald for one mile to Chino Avenue. The Shady Tree models are located on Pheasant Way, just east of the Starline Avenue Entrance via Chino Avenue.

SR-60 (1.5 miles north of the subject) provides east/west access from downtown Los Angeles to the city of Beaumont. The subject sits between Archibald Avenue and Haven Avenue on/offramps.

I-15 (2.5 miles east of the subject) is a major north/south freeway, which provides access to both international borders with Mexico and Canada.

I-10 (4.1 miles north of the subject) is a major east/west freeway in San Bernardino across Los Angeles and San Bernardino Counties. I-10 provides access to Los Angeles to the west and through San

Bernardino County and Riverside County to Arizona to the east. I-10 is an interstate providing a southern route across the U.S. to Florida.

Archibald Avenue has on/off ramps at SR-60 and provides access into north Ontario and down into Eastvale. Archibald Avenue's northern terminus is at the Ontario International Airport, approximately three miles north of the subject.

Ontario Ranch Road has on/off ramps to I-15 and is known as Cantu-Galleano Ranch Road east of Hamner Avenue. It is the main access into the newly emerging community of Ontario Ranch. Currently Ontario Ranch Road becomes Edison Road west of Ontario Ranch.

Chino Avenue is a smaller local east/west arterial that provides access through Ontario Ranch and Chino. Chino Avenue begins at Milliken Avenue, west of I-15 (just over two miles east of the subject), and crosses Euclid Avenue and Highway 71, before terminating at Chino Hills Parkway, ten miles west of the subject.

Internal streets within Shady Tree include: Starling Avenue, Pheasant Way, Tanager Drive, Crane Court, Wren Way, Meadowlark Drive, and Kiwi Court.

Current Condition: The subject has been developed into 97 single-family detached lots containing a minimum of 3,455 square feet. The lots are arranged in a convention single family detached configuration. Upon our inspection, 71 of the homes were over 95 percent complete including 68 individually owned homes, three model homes, and no additional production homes owned by the builder. In addition, there were 21 homes under construction (less than 95 percent complete with 19 in escrow) and five finished lots.

Cost to Complete: The entire subject property (Tract 17449 and 17450) has been developed into 235 finished lots/pads with internal streets complete and utilities stubbed to each lot. Per Lennar representatives the remaining hard costs total $6,779,076, however that includes $804,942 in interior walls which is not considered a land development cost. Deducting this amount results in $5,974,134 in remaining land development costs which includes the amenities, landscaping, civil and soils engineering, consultants, storm drain, street improvements, etc. We did not receive a detail on the costs in order to decipher which Tract Map the costs were associated with. Per Lennar representatives, all land development fees have been paid. It is our understanding that the $5,974,134 in remaining land development costs are the builder's responsibility and will be spread between the Lennar owned lots as the individual owners are not responsible. Out of the total 235 lots/pads, 137 are individually

owned leaving 98 lots, pads or homes owned by Lennar. Dividing the $5,974,134 by the 98 lots/pads results in remaining land development costs of $60,960.55 per lot/pad or home.

Homeowner's Association: Per builder representatives, the Country Lane HOA fees (for both Shady Tree and Whispering Wind) are $228 per month at buildout. It is assumed that the HOA maintains the community pool and spa, recreation center, parks and paseos (including the HOA-maintained public park at the northwest corner of Dolomite and Kinglet), internal streets and common area landscaping.

Improvement Description: Shady Tree at Country Lane includes three detached two-story floorplans ranging in size from 2,213 to 2,409 square feet. Exteriors feature Craftsman, Spanish, American Farmhouse, and Colonial influenced architecture. There are three model homes, located on Pheasant Way, east of Starling Avenue at the entrance off Chino Avenue. Shady Tree floorplans offer four to five bedrooms and attached two bay garages. All floorplans at Shady Tree offer open concept living with eat-in kitchens open to great rooms, second floor laundry rooms, as well as owner's suites with separate tub and showers, dual sinks, and walk in closets. Homes at Shady Tree offer ceramic floors at entryways, vinyl flooring at kitchen, dining room, laundry and bathrooms, and wall to wall carpeting with half inch pad in remaining areas. Interiors feature upgraded 3 ½ inch baseboard and 2 ¼ inch door casings, LED recessed lights, upgraded slat-style stair rail system, RG-6 coaxial cable television outlets at select locations, and Moen plumbing and bathroom fixtures. Lennar includes prewiring for ceiling fans in all bedrooms, great rooms, and loft (per plan), tankless water heaters, Honeywell Home T6 Pro Z-Wave smart thermostat, and Legrand On-Q 30" RF Transparent Structured Median Enclosure. Kitchens include thermofoil shaker-style cabinetry (choice of white or gray), GE stainless steel appliances, stainless steel single-basin sink, and slab-granite or quartz countertops with choice of colors. Garages at Shady Tree are fully dry-walled and fog coated, and exteriors include block wall fencing with vinyl side gates, illuminated house numbers and coach lights, and drought tolerant front landscaping. Sixty-eight of the 97 homes in the subject property have closed to individuals with closing dates between May 16, 2023 and April 1, 2024. Closed net sales prices (including premium, upgrades, options, and incentives) within the subject have ranged from $596,665 to $780,023. Current base pricing ranges from $733,000 to $799,000. Per the sales data provided, incentives have ranged from $0 up to $106,652, with an average incentive of $46,354. Our search of the MLS revealed no resales or current resale listings. Our physical search noted all homes appear to be in excellent condition. The houses which are over 95 percent complete are detailed below.

Shady Tree at Country Lane					
Floor Plan	Bed/Bath	Floors/ Parking	Sq. Ft.	Ind. Owned	Bldr. Owned
Plan 1	4 / 2.5	2 / 2	2,213	34	1*
Plan 2	4 + Loft / 4	2 / 2	2,315	15	1*
Plan 3	5 / 4	2 / 2	2,409	19	1*
Total				**68**	**3**

*Each asterisk designates one model home per that plan. In addition to the above there are 21 homes under construction and five additional finished lots.

Whispering Wind at Country Lane

Location: West of Archibald Avenue at Dolomite Street, south of Chino Avenue, Ontario Ranch, Ontario, California.

Legal Property Description: Lots 1-138 of Tract Map No. 17450.

Property Owner: Individual Owners as Lots 52-107 and 118-130 of Tract 17450; Lennar as to Lots 1-51, 108-117, and 131-138 of Tract 17450.

Assessors Parcel Nos.: 0218-293-01 through -75; 0218-294-01 through -63.

Property Taxes: We have reviewed a sample Whispering Wind home tax bill on Assessor Parcel Number 0218-294-29. There are two invoices for the 2023 tax year which total $11,425.73 based on an assessed value of $599,500. The taxes on this parcel are paid current. This equates to an overall all tax rate of 1.91 percent which is typical for the area. It is an assumption of this report that the overall tax rate including all special assessments is under two percent.

Sales History: Per Lennar representatives, they have owned the subject for over three years. Lennar began selling homes at Whispering Wind in October 2022. Individual homebuyers have closed on 69 homes between June 14, 2023, and April 1, 2024. There are 19 proposed homes in escrow which are due to close upon completion.

Size and Shape: The subject property is irregularly shaped and contains an estimated 16.827 gross acres and 16.158 net acres per recorded Tract Map No. 17450. Tract Map 17450 includes a 1.073-acre park lot at the northern portion of the Tract.

Zoning: Per the City of Ontario's General Plan (Land Use Plan LU-01) the site is designated as LMDR or Low Medium Density Residential, which allows for 5.1-11.0 dwelling units per acre. The General Plan Land Use Map also shows the southern portion of the subject (Tract No. 17450) as partially falling within the Chino Airport Influence Area

overlay. Per the current City of Ontario Zoning Map, the site is shown as Specific Plan – Countryside (PSP04-001). Per the Countryside Specific Plan the site has allowances for up to 141 cluster lots.

Entitlements: Tract Map No. 17450 encompasses the southern portion of the subject property and covers all of the Whispering Wind neighborhood within County Lane. Tract Map 17450 covers 16.827 gross acres and 16.158 net acres, was recorded on December 16, 2021 and divides the southern portion of the subject into 138 numbered and 16 lettered lots. This includes one large 1.073-acre lettered park lot at the northern portion of Tract 17450.

The recorded tract maps allow for 138 single family detached lots arranged in motorcourts with a minimum lot size of 3,000 square feet on the total 16.158 acres resulting in an overall density of 8.5 dwelling units per acre which is within the allowed zoning and general plan designation.

Topography: The topography of the Whispering Wind site is generally flat, and at street level of Archibald Avenue, the eastern border. The lands have been developed into single-family detached lots with drainage into an engineered street drainage system.

Soils Condition: We have reviewed a "Supplemental Geotechnical Evaluation, Countryside II Project" that covers both Tracts 17449 (Shady Tree) and 17450 (Whispering Wind) prepared by Petra Geosciences of Costa Mesa, and dated November 5, 2020. The report makes recommendations that should be appropriately implemented during remaining grading and construction. The Report references previous soils testing reports that were not provided and have not been reviewed. The Report also mentions recommending methane testing.

It is an assumption of this report that the soils are adequate to support the highest and best use conclusion and that all recommendations in the soil reports were adhered to during construction. This is evidenced by construction of homes on the site and City inspectors on site during construction.

Seismic Information: The subject property is not located in a designated Earthquake Study Zone (Alquist-Priolo Earthquake Fault Zone) as determined by the State of California (via City of Ontario) and there are no known active faults crossing the site.

Environmental Concerns: We have reviewed a "Volume 1 Countryside Specific Plan Final Environmental Impact Report" ("EIR") which includes the subject lands, prepared by EIP Associates of Los Angeles, and March 2006.

The EIR provides a summary of impacts and mitigation measures and classifies them into "Less Than Significant," "Potentially Significant," and "Significant and Unavoidable" categories.

It is an assumption of this report that there are no environmental issues which would slow or thwart development of the subject property. This is suggested by construction of homes on the site and City inspectors on site during construction.

Methane Reports: We have not reviewed any Methane Reports for the subject property. It is an assumption of this report that there are no methane issues which would slow or thwart development of the subject.

Flood Information: Per FEMA Map No. 06071C8638H dated August 28, 2008, the subject is shown as being in Zone X with "Area with Reduced Flood Risk due to Levee."

Easements and Encumbrances: We have reviewed a Preliminary Title Report prepared by Lennar Title that covers Whispering Wind at Country Lane, the southern portion of the subject property. Report 192002-001257 dated August 29, 2022, covers Tract Map 17450. The report notes the following exceptions:

Item Nos. 1, 2, 3 and 4 refer to property taxes and the Special Tax Assessment for CFD 19 (Countryside Phase 1 Services) and the subject CFD No. 35. Item No. 5 pertains to water rights. Item Nos. 6, 7, 11 and 20 thru 46 refer to easements on the property. Item No. 8 pertains to a development agreement with amendments recorded on the site. Item Nos. 9 and 10 pertain to water quality management plans. Item Nos. 12 thru 19 all refer to matters shown or disclosed by the filed map on the site. Item No. 47 states no known matters otherwise appropriate to be shown were deleted from the report.

While the exceptions appear typical for subject-type lands, it is an assumption of this appraisal report that the subject lands are free and clear of any liens and/or encumbrances other than CFD No. 35 and the noted CFD No. 19. The appraisers are not title experts, and it is recommended that any concerns relating to title should be addressed to the appropriate experts.

Utilities: All normal utilities are available to serve the subject site by the following companies:

Electrical:	Southern California Edison Company
Natural Gas:	The Gas Company
Sewer/Water:	City of Ontario

Schools: Mountain View District and Chaffey Joint Union High School District (Mountain View Elementary, Grace Yokley Middle, Colony High)

Streets/Access: Access to the subject property is convenient via both SR-60 and I-15. From SR-60, exit Archibald Avenue and head south 1.5 miles to Dolomite Street (just south of Chino Avenue). Head west on Dolomite Street into the subject. From I-15, exit Ontario Ranch Road and head west just over 2.5 miles to Archibald Avenue, then north on Archibald for three-quarters of a mile to Dolomite Street. The Whispering Wind models are located on the southwest corner of Dolomite Street and Brockram Drive.

SR-60 (1.5 miles north of the subject) provides east/west access from downtown Los Angeles to the city of Beaumont. The subject sits between Archibald Avenue and Haven Avenue on/offramps.

I-15 (2.5 miles east of the subject) is a major north/south freeway, which provides access to both international borders with Mexico and Canada.

I-10 (4.1 miles north of the subject) is a major east/west freeway in San Bernardino across Los Angeles and San Bernardino Counties. I-10 provides access to Los Angeles to the west and through San Bernardino County and Riverside County to Arizona to the east. I-10 is an interstate providing a southern route across the U.S. to Florida.

Archibald Avenue has on/off ramps at SR-60 and provides access into north Ontario and down into Eastvale. Archibald Avenue's northern terminus is at the Ontario International Airport, approximately three miles north of the subject.

Ontario Ranch Road has on/off ramps to I-15 and is known as Cantu-Galleano Ranch Road east of Hamner Avenue. It is the main access into the newly emerging community of Ontario Ranch. Currently Ontario Ranch Road becomes Edison Road west of Ontario Ranch.

Chino Avenue is a smaller local east/west arterial that provides access through Ontario Ranch and Chino. Chino Avenue begins at Milliken Avenue, west of I-15 (just over two miles east of the subject), and crosses Euclid Avenue and Highway 71, before terminating at Chino Hills Parkway, ten miles west of the subject.

Internal streets within Whispering Wind include: Dolomite Street, Kinglet Avenue, Shale Avenue, Brockram Drive, Bluestone Paseo, and Basanite Avene.

Current Condition: The subject has been developed into 138 single-family detached lots arranged in motorcourts (specially, four pack clusters on paver shared driveways) containing a minimum of 3,000 square feet. The lots are arranged in a convention single family detached configuration. Upon our inspection, 84 of the homes were over 95 percent complete including 69 individually owned homes, three model homes, and 12 additional production homes over 95 percent complete owned by the builder (all in escrow). In addition, there were 23 homes under construction (less than 95 percent complete with seven in escrow) and 31 finished lots.

Cost to Complete: The entire subject property (Tract 17449 and 17450) has been developed into 235 finished lots/pads with internal streets complete and utilities stubbed to each lot. Per Lennar representatives the remaining hard costs total $6,779,076, however that includes $804,942 in interior walls which is not considered a land development cost. Deducting this amount results in $5,974,134 in remaining land development costs which includes the amenities, landscaping, civil and soils engineering, consultants, storm drain, street improvements, etc. We did not receive a detail on the costs in order to decipher which Tract Map the costs were associated with. Per Lennar representatives, all land development fees have been paid. It is our understanding that the $5,974,134 in remaining land development costs are the builder's responsibility and will be spread between the Lennar owned lots as the individual owners are not responsible. Out of the total 235 lots/pads, 137 are individually owned leaving 98 lots, pads or homes owned by Lennar. Dividing the $5,974,134 by the 98 lots/pads results in remaining land development costs of $60,960.55 per lot/pad or home.

Homeowner's Association: Per builder representatives, the Country Lane HOA fees (for both Shady Tree and Whispering Wind) are $228 per month at buildout. It is assumed that the HOA maintains the community pool and spa, recreation center, parks and paseos (including the HOA-maintained public park at the northwest corner of Dolomite and Kinglet), internal streets, front yard and common area landscaping.

Improvement Description: Whispering Wind at Country Lane includes four detached two-story floorplans ranging in size from 1,618 to 2,202 square feet. Exteriors feature Craftsman, Spanish and American Farmhouse influenced architecture. There are three model homes, located on Brockram Drive, just south of Dolomite Street, which provides the entrance from Archibald Avenue. Whispering Wind floorplans offer three to five bedrooms and attached two bay garages. All floorplans at Whispering Wind offer open concept living with eat-in kitchens open to great rooms, second floor laundry rooms, as well as owner's suites with separate tub and showers, dual sinks, and walk in closets.

Homes at Whispering Wind offer ceramic floors at entryways, vinyl flooring at kitchen, dining room, laundry and bathrooms, and wall to wall carpeting with half inch pad in remaining areas. Interiors feature bullnose corners throughout the home, upgraded 3 ¼ inch baseboard and 2 ¼ inch door casings, LED recessed lights, RG-6 coaxial cable television outlets at select locations, and Moen plumbing and bathroom fixtures. Lennar includes prewiring for ceiling fans in all bedrooms, great rooms, and loft (per plan), tankless water heaters, Honeywell Home T6 Pro Z-Wave smart thermostat, and Legrand On-Q 30" RF Transparent Structured Median Enclosure. Kitchens include thermofoil shaker-style cabinetry (choice of white or gray), GE stainless steel appliances (including upgraded GE stainless steel built-in 30" gas cooktop with single base oven below), stainless steel single-basin sink, and granite countertops. Garages at Whispering Wind are fully dry-walled and fog coated, and exteriors include block wall fencing with vinyl side gates, illuminated house numbers and coach lights, and drought tolerant front landscaping. Sixty-nine of the 138 homes in the subject property have closed to individuals with closing dates between June 16, 2023 and March 5, 2024. Closed net sales prices (including premium, upgrades, options, and incentives) within the subject have ranged from $524,210 to $701,500. Current base pricing ranges from $614,000 to $726,000. Per the sales data provided, incentives have ranged from $0 up to $82,617, with an average incentive of $40,043. Our search of the MLS revealed no resales or current resale listings. Our physical search noted all homes appear to be in excellent condition. The houses which are over 95 percent complete are detailed below.

Whispering Wind at Country Lane					
Floor Plan	Bed/Bath	Floors/ Parking	Sq. Ft.	Ind. Owned	Bldr. Owned
Plan 1	3 / 2.5	2 / 2	1,618	17	3
Plan 2	3 / 2.5	2 / 2	1,800	18	4*
Plan 3	4 + Loft / 3	2 / 2	2,067	17	4*
Plan 4	5 / 3	2 / 2	2,202	17	4*
Total				**69**	**15**

*Each asterisk designates one model home per that plan. In addition to the above there are 23 homes under construction and 31 additional finished lots.

THE INLAND EMPIRE HOUSING MARKET

In analyzing the area's housing market, population growth and economic conditions need to first be considered.

Population

The San Bernardino County population showed minimal 0.1 percent growth between January 2022 and January 2023, and an average of about two percent the previous 20 years. The stagnant growth during this time is thought to be due to the disruption during COVID. Prior to the COVID pandemic, predictions were for the County to grow at an average annual rate of 0.75 percent over the next eight years. This equates to an increase of approximately 20,000 residents per year suggesting the need for about 7,000 homes per year within the County. The after-COVID influence is still unknown on the County's population growth. New home sales in most cities in the County from 2020 were higher than the coastal communities due to affordability, the work from home factor, and the fact that millennials are finally entering the housing market. These factors may increase actual County population growth. This has been offset by minimal existing home sales resulting in less overall home sales over the past year as compared to one year ago and also as compared to 2019, before COVID.

Economic Conditions

Over the past twenty years the County has seen various cycles in the housing market as with most of Southern California. The Great Recession impacted the Inland Empire significantly and resulted in a longer recovery period than that of other Southern California regions. Median housing prices (all types) in the County increased almost 300 percent from $120,406 at the lowest point in 2009 to the February 2024, price of $477,070 per the California Association of Realtors. This is lower than the recent December 2023 peak of $506,000 median home price in San Bernardino County: however, 2.3 percent higher than one year ago ($466,500).

Economic growth in the Inland Empire was strong generally between 2015 (after the Great Recession), and until the economic shutdown due to COVID. The second half of

2020 and all of 2021 saw economic growth, however the first two quarters of 2022 saw GDP shrinking. The end of 2022 saw lower unemployment rates (December rate of 3.6%) than the Inland Empire's pre-COVID unemployment rate in February 2020 of 4.0 percent, however 2023 showed unemployment rising slightly with the December 2023 rate for the Inland Empire at 5.1%. Thus far in 2024 the unemployment rate has inched up, with the February 2024 unemployment rate for the Inland Empire at 5.5%. While unemployment rates are still near historical lows, they have risen over the past year and the inflation factor has significantly affected the economy.

The housing market played a large role in the past two recessions. In the Great Recession, due to increased interest rates and rising home prices between June 2004 and mid-2006, the market reaction was to create non-conventional financing alternatives, such as sub-prime and non-conventional mortgages, to artificially maintain the boom housing market of 2004 and 2005. By 2007, the housing market saw a shake-up because of the problems in the sub-prime and non-conventional mortgage markets, which played a role in the 2008 upheaval of Wall Street and contributed significantly to the U.S. economic downturn of the Great Recession. Due to stricter income verification on new loans and the lack of available credit, coupled with job losses and declining home prices, sales of new homes slowed for the next few years and essentially remained flat until mid-2012 when home prices began a steady climb.

During the COVID disruption, new home sales were one of the brightest spots in both the local and national economies. While new home sales slowed in March and April 2020 due to the onset of the COVID pandemic, both sales and prices increased significantly due to strong demand from May 2020 throughout COVID until spring 2022 when interest rate increases began affecting the home-buying market. The rising interest rates alone did not seem to slow sales in Spring 2022. However, a combination of increasing home prices and falling consumer confidence, added to the significant interest rate increases, slowed new home sales significantly beginning in mid-2022. Due to the significantly higher mortgage interest rates, existing homeowners are not moving which has stifled the existing home market, making the new home market the only option for some. In the

Inland Empire there were 44,796 existing homes closings in the past 12 months (down 26.9 percent from one year ago) and 8,195 new home closings in the past 12 months (down 24.1 percent from the previous year), all information as of March 1, 2024 per Zonda Research, a new home market research company. In January 2022, mortgage rates were 3.22 percent (for a typical 30-year fixed conventional mortgage) while as of March 14, 2024, the rate for the same loan is 6.74 percent. On a $500,000 mortgage, the monthly payment for this loan has increased from $2,168 to $3,240 or nearly 50 percent which has hit homebuyers hard.

Per the Zonda National Economic and Housing Market Update in March 2024, the rate of growth of new home sales is off from COVID highs but up from 2022 sales numbers, suggesting a healthy market. Per their survey of over 300 new-home builders nationally, the builders are stating sales are continuing but report they had to adjust pricing and incentives to "find the market." In the January 2023 survey, 50 percent of builders surveyed were lowering their prices and the remaining 50 percent stated their pricing was flat. In March 2024, the survey resulted in 50 percent of the builders stating their pricing was increasing a little, 46 percent of builders stating their pricing was flat and 4 percent dropping prices. This is a very different dynamic than in January 2023 which was partly due to builder's readjusting concessions (interest rate buy-downs), and partly due to the market accepting the mortgage rate increases. In today's market over 60 percent of new-home builders in the U.S. are offering either full-term or temporary interest rate buy-downs (John Burns Research and Consulting) which is helping to sustain new home sales. Per Zonda, in March 2024, 80 percent of new home builders in the Inland Empire are offering incentives.

The larger public homebuilders began offering significant interest rate buy-downs in early 2023 in order to keep absorption rates steady, which reportedly cost between $30,000 and $100,000 in incentives. The builders are attempting to find the "sweet spot" in incentives. In their September 2023, survey of 300 builders nationwide, Zonda asked builders to check all that they were offering and found 70 percent of builders surveyed were offering rate buydowns, 60 percent were offering funds towards closing costs, 33

percent were offering flex dollars, 22 percent were offering lower home prices and 20 percent were offering funds toward options and upgrades. In the subject communities Shady Tree has had an average $46,000 in concessions per sale while Whispering Wind has had an average $40,000 per sale. The question is, how long can builders continue to offer these significant incentives. As rates go higher, the extent that builders can buy-down the mortgage rates goes down.

Home loan mortgage rates have been and are still playing a huge part in the housing market. The Board held mortgage rates at all-time lows after the Great Recession and again after the COVID Recession in an attempt to assist the housing market's recovery. Low rates helped home sales during these times. However, first-time buyers are now having a hard time entering the housing market due to rising prices and rising interest rates. Mortgage applications had been spiking in late 2020 and 2021 due to the low rates and the fear rates were going to start ticking up, which began happening in March 2022. The Board has increased the rate eleven times between March 2022 and August 2023, which increased the FFR from 0-0.25 percent to 5.25-5.50 percent. At the latest Board meeting in March 2024, they paused the FFR increases for the fifth time and suggested decreases in 2024 will begin later in the year. The financial markets had been anticipating a possible March decrease which caused volatility in the financial markets in the past month or so. The FFR increases are supposed to help slow the high inflation rate in the Nation, which appears to be occurring as the latest reports are showing inflation in February 2024 at 3.2 percent, significantly down from a high of 9.1 percent in June 2022.

While new home builders slowed production as sales slowed in 2022, the spring of 2023 brought optimism to builders once again. Sales were up month over month as buyers adjusted to higher mortgage rates and the existing home inventory is at all-time lows. Existing homeowners that are locked into a 3 percent mortgage are not moving up due to the current almost seven percent rates. This is creating a supply issue for existing homes. New home sales are benefiting from this supply issue as in some cases, the only option for homebuyers are new homes. Per Zonda, historically, new homes captured 10 to 13 percent of all home sales; however, due to the limited supply of existing homes currently

on the market, new homes have captured between 12 and 24 percent of all home sales in the Inland Empire over the past year.

Residential Land Development

While there had been little land development going on in most of the Inland Empire during the Great Recession years 2008-2011, the second half of 2012 saw a resurgence in the more coveted areas of the Inland Empire. The increase in housing prices since 2012 combined with the limited availability of supply made land development feasible once again for homebuilders. It is thought that the increase in regulations, which has significantly increased the timeline for processing entitlements, has limited the master developers' further entitlement of developable land in California. While prior to the recession it was not unusual to see numerous large master-planned communities selling lots to various builders (such as Park Place within Subarea 29), there are few currently available in the subject area. The majority of land sales over the past few years include single tracts of land with maps ready to record (such as Lennar's Shady Tree and Whispering Wind) or a public builder buying a larger piece of land but develops the land for its own use, such as NUVO by The New Home Company.

Land sales in the Inland Empire slowly grew from 2012 up to a peak in 2017, with 2018 and 2019 showing lower land transactions. Once home sales exploded in May 2020, land sales followed with a significant number of residential land sales to builders in the Inland Empire during the second half of 2020 and throughout 2021. In late 2021 and early 2022, prior to the FFR increases, builders were paying significantly more for residential land that was ready to develop as demand was up and supply was shrinking. The beginning of 2022 continued with residential land sales going under contract until May, when new home sales began to fall sharply. According to Zonda's survey of builders regarding residential land purchases, as of January 2023 only 2 percent of builders surveyed were "full steam ahead," and almost 40 percent were pausing transactions or bidding lower on land transactions. As of March 2024, these percentages had changed drastically with 49 percent stating they are going "full steam ahead" and 46 percent moving "cautiously forward." The increase in optimism from new home builders outlook is partially due to the

extreme slowdown of existing home inventory which is fueling new home sales. Per Zonda in 2023 there were about 11,245 vacant developed lots in the Inland Empire, which is down 21 percent from the previous year.

New Home Sales and Pricing

We have researched new single-family homes within the subject's market in order to reflect residential trends. It should be noted these sales numbers and prices pertain to new home sales while later in this section we discuss existing home sales. In reviewing new home sales in the Inland Empire market area, per the March 24, 2024, Ryness Report, the year-to-date average sales rate (4.3 sales per month) is slightly higher than the same time period of the previous year (3.9 sales per month). The month of March is typically when sales rates pick up as it marks the beginning of "selling season" and the peak homebuying months of February through July. Surprisingly, even with the increases in pricing and mortgage rates, sales of new homes are occurring at a very good pace; however, this is partially due to the extremely limited supply of existing homes which is creating more demand for new homes. As interest rates rise, purchasing power becomes lower and therefore fewer people purchase new homes. Along with home sales comes a demand for appliances, furniture, building materials and services such as insurance, mortgage services, inspections, interior designers, and landscapers, all contributing to the area economy.

When comparing the March 24, 2024, Inland Empire Ryness Report to one year prior, there are six less projects (251 in March 2023 and 245 in March 2024) and sales are about 11 percent higher year-to-date than the previous year (4.3 sales per month in March 2024 versus 3.9 sales per month in March 2023). Looking back, in February 2022 the Inland Empire average sales rate was 5.4 homes per month; in February 2021 the average sales rate was 5.2 homes per month and in January 2020, prior to the pandemic, the average sales rate in the Inland Empire was 4.1 sales per month, similar to the current absorption rate. This similar sales rate to 2020 suggests new home buyers can weather the higher mortgage rates. However, the reader should note existing home listings are over 30 percent lower than in 2020 which increases the amount of new home buyers.

New single-family home pricing (combines both attached and detached) in the Inland Empire has also seen changes. The median new home price in the Inland Empire changed from the peak value of $437,200 in the third quarter of 2006 to $268,155 in early 2009 (decrease of 39 percent) while the current Inland Empire median new home price is $576,500 which is down from a record high of $650,000 in May 2022 per the California Association of Realtors' ("CAR"). The current median price reflects an increase of over 100 percent from the bottom of the cycle and an increase of more than 32 percent over its peak prior to the Great Recession, however a decrease from the 2022 peak of 11 percent. In reality, this decrease is actually larger as builders are building smaller homes and buying down interest rates which costs the builder at times, up to $100,000, however, the amount is not reflected in the recorded sales price. New home sale prices fluctuate based on the land value and competition more than on the cost of building the home. While finishes and sizes of homes can change, the basic costs on a per square foot basis typically do not fluctuate as much as land values; however, there have been inflationary increases in construction costs adding to this increase. Construction materials have increased an estimated 40 percent since 2019.

We have reviewed Empire Economics' Price Point Review Study on Ontario CFD No. 35 (Countryside Phase 2 South - Facilities) dated March 28, 2024. Empire Economics did an original Price Point Study on the project in January 2022 in order to determine their market value for the various plans within Shady Tree and Whispering Wind. The "Review Study" is to ascertain if the prices have increased or decreased since the original Study. The Empire Economics Price Point Review Study concluded that all plans within Shady Tree had current base price conclusions which are above the original base price conclusions in January 2022 with the increase ranging from 6 - 10 percent. Within Whispering Winds some square footage changed but generally two of the plans had decreases in base price conclusions and two had increases in base price conclusions. The two smallest plans had decreases between 0.5 - 5 percent while the two largest plans had increases between 0.5 to 8 percent. The Review Study took into account the concessions which are included in their net prices. This compares with the CAR's reports which suggest prices have decreased 11 percent since the peak in May 2022.

Within our search for the most comparable actively selling new home communities, we searched the subject's city of Ontario, which currently features a multitude of actively selling new home communities, although many of them are attached product and smaller product than that of the subject property. We extended our search to include communities selling similar product in neighboring Chino. We found nine communities comparable to Shady Tree and Whispering Wind at Country Lane. The comparables have current base prices ranging from $562,990 to $849,990. Both Shady Tree and Whispering Wind's base prices range from $614,000 to $799,000, which falls well within the range of comparable new homes in the area.

Existing Homes Sales and Pricing

While the previous section looked at new home sales and pricing, this section refers to existing homes in the Inland Empire. According to the California Association of Realtors' most recent data, within overall Southern California, the median price paid for an existing single-family detached home in February 2024 ($825,000) is 5.0 percent higher than the month prior median home price, and up 10.8 percent year-over-year from $744,400 in February 2023. These overall Southern California numbers compare to San Bernardino County with $477,070 as the median price paid for an existing detached home in the County in February 2024, down -0.1 percent from January 2024 ($477,500), however up 2.3 percent on a year-over-year basis ($466,500). Below is a table showing the sales and prices for the Southern California area by County per the CAR.

Southern California Existing Home Sales

County	Feb. 2024	Jan. 2024	Feb. 2023	Price MTM % Change	Price YTY % Change	Sales YTY % Change
Los Angeles	$817,100	$833,000	$778,540	-1.9%	12.4%	-2.7%
Orange	$1,350,000	$1,320,000	$1,194,500	2.3%	16.5%	6.3%
Riverside	$636,000	$610,000	$585,000	4.3%	6.9%	12.4%
San Bernardino	$477,070	$477,500	$446,900	-0.1%	2.3%	7.0%
San Diego	$980,000	$925,000	$824,900	5.9%	11.6%	-1.8%
Ventura	$890,000	$870,000	$815,000	2.3%	10.6%	8.1%
Southern Calif.	$825,000	$786,000	$744,400	5.0%	10.8%	14.2%

Source: California Association of Realtors

Based on February 2024 median existing homes prices, in comparison to the majority of the surrounding counties, San Bernardino has a definite price advantage. The "San

Bernardino County Advantage" (price difference between San Bernardino and surrounding counties) is $158,930 as compared to Riverside County, $340,030 as compared to Los Angeles County, $412,930 as compared to Ventura County, $502,930 as compared to San Diego County and $872,930 as compared to Orange County. That is, in February 2024, the median priced home in San Bernardino County was $872,930 less than the median priced home in Orange County ($1,350,000). Typically, as the price advantage widens, homebuyers are more open to commuting to further out areas. With the current work-from-home concept, the suburban areas have seen more growth which put pressure on home prices in the Inland Empire.

In a separate attempt to capture the amount of increase in home prices, the resale activity of existing homes in the subject's immediate area (per Redfin.com) has been reviewed. The number of sales and sale prices of existing homes within market areas surrounding the subject are shown in the table below.

Community Name	Location To Subject	No. of Sales	Feb. 2024 Price Median	Price % Change from Feb. 2023
Ontario Ranch	Subject	91	$633,268	-3.1%
Ontario	North	91	$640,000	6.4%
Eastvale	South	18	$867,500	6.4%
Mira Loma	East	N/A	$755,000	8.6%
Jurupa Valley	Northeast	19	$625,000	5.9%
Chino	Southwest	41	$736,065	9.5%
Rancho Cucamonga	Northwest	54	$704,500	5.1%

Source: Redfin Housing Market Trends February 2024

The median home price of a detached home in Ontario Ranch in February 2024 was $633,268 per Redfin, which makes up the low-end of the range of the resale home prices in the subject area. The lowest prices in the range relate to Ontario and Ontario Ranch, while the highest end of the range relates to Eastvale. It should be noted that the decrease in pricing within Ontario Ranch is due more to smaller homes being sold (higher density and lower square foot product) when compared to a year ago. The peak of the Ontario Ranch median sale price was August 2022 when the median price reached $780,000 which reflected a 19.1 percent increase year-over-year. The above year-to-year price fluctuations relate to the California Association of Realtors overall San Bernardino County

detached home resale price increase of 2.3 percent year-over-year from February 2023 to February 2024.

Country Lane - Sales and Pricing

Country Lane is comprised of 235 proposed single-family detached homes with marketed sizes from 1,618 to 2,409 square feet. Country Lane began sales in both Shady Tree and Whispering Wind in October 2022, with early base pricing ranging from $649,000 to $674,000 for Shady Tree and from $577,000 to $637,000 for Whispering Wind. The latest base pricing at Shady Tree ranges from $733,000 to $799,000 which is 12.9 to 20.3 percent higher than opening base prices. The latest base pricing at Whispering Wind ranges from $614,000 to $726,000 which ranges from 6.4 to 14.0 percent higher than original base pricing. Actual closed prices, including options, upgrades, premiums, and taking into consideration all concessions, have ranged from $596,655 to $780,023 for Shady Tree and $524,210 to $701,500 for Whispering Wind. The significant difference between the base pricing and the actual pricing is options, upgrades and premiums paid by the buyer offset by concessions given by the builder and mortgage companies. The total concessions given by the builder range from zero up to $106,652 with an average on the sales to date of $46,354 per sale at Shady Tree, and zero up to $82,617 with an average on the sales to date of $40,043 per sale at Whispering Wind. A portion of these concessions are not considered in the reported sales prices and are decided on a case-by-case basis. These mortgage concessions have increased and decreased over the past 24 months due to fluctuating mortgage rates. Within the subject, Lennar has sold and closed 137 homes to individuals, with an additional 38 homes in escrow which are due to close at completion. The total of 174 sales since October 2022 equates to an absorption rate of 9.7 sales per month spread across the two product types (4.8 sales per month for Shady Tree and 4.8 sales per month for Whispering Wind). These sales rates are considered to be good for the subject marketplace. Per the Ryness Report, a new home tracking service, as of March 24, 2024, year-to-date average sales per project per month in the Inland Empire is 4.3 homes: slightly lower than the average sales paces of Shady Tree and Whispering Wind. This suggests that Country Lane has found the correct price points for the subject market.

Summary

The Inland Empire had seen substantial increases in pricing since 2012 with most areas, including the subject, showing astronomical increases from mid-2020 through early 2022. While existing home sales were originally down when COVID began in spring/early summer 2020, new home sales subsequently shot up due to the existing home market supply being constrained and interest rates hitting all-time lows. The latest statistics indicate a possible slowdown in sales as interest rates have risen substantially; however, buyers appear to be resilient to the increases. The Ontario new-home submarket is performing in line with the Inland Empire market as a whole. The subject market area saw an increase in pricing consistent with most of Southern California throughout 2020 and 2021 and appeared to be continuing in the beginning of 2022. Late 2022 saw sales slow and prices lowering; followed by price increases as builders offered additional incentives. Builders' optimism appears to have returned with builders generally believing prices will increase slightly in 2024 or remain flat. Despite uncertainty hitting the market due to interest rates and inflation, most observers agree that the Inland Empire housing market is healthy and population growth is still estimated to occur in the area. It is believed that as the population continues to increase, housing growth will also continue, despite a possible economic slowdown.

HIGHEST AND BEST USE ANALYSIS

The highest and best use is a basic concept in real estate valuation due to the fact that it represents the underlying premise (i.e., land use) upon which the estimate of value is based. In this report, the highest and best use is defined as:

> *"the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value"*[5]

Proper application of this analysis requires the subject properties to first be considered "As If Vacant" in order to identify the "ideal" improvements in terms of use, size, and timing of development. The existing improvements (if any) are then compared to the "ideal" improvements to determine if the use should be continued, altered, or demolished preparatory to redevelopment of the site with a more productive or ideal use.

"As If Vacant"

In the following analysis, we have considered the sites probable uses, or those uses which are physically possible; the legality of use, or those uses which are allowed by zoning or deed restrictions; the financially feasible uses, or those uses which generate a positive return on investment; and the maximally productive uses, or those probable permissible uses which combine to give the owner of the land the highest net return on value in the foreseeable future.

Physically Possible Uses

The subject property is irregular in shape and consists of 35.55 gross and 33.116 net acres per Tract Map Nos. 17449 and 17450. The site is in the Ontario Ranch area of the City of Ontario, specifically on the south side of Chino Avenue, west of Archibald Avenue. The site's original topography was generally level at street grade to surrounding streets. Country Lane is bounded by existing houses to the north, a church and preschool to the east, Deer Creek Channel and industrial lands to the south, and Cucamonga Creek and vacant lands to the west. The neighborhood has been transitioning from dairies and

[5] The Appraisal of Real Estate, 11th Edition

farmlands to the new master planned community of Ontario Ranch. The site has been graded for development into 235 single-family detached lots with a minimum lot size of 3,000 square feet. We have reviewed a soils report on the site, as well as environmental reports for the project. All reports reviewed conclude that development of the site is feasible, however mitigation measures recommended within such reports should be adhered to during construction. The site is still under development with homes ranging in construction status from finished lots to homes under construction, to completed homes and models. It is an assumption of this report that the soils are adequate to support the highest and best use, that there are no environmental issues which would slow or thwart development of the property. This is evidenced by existing homes on the site which were recently built with City inspectors on site during construction. An engineered drainage system appears to have been designed into a street drainage system for the site. All standard utilities are available to serve the subject property. The site has good access via SR-60 to Archibald Avenue to Chino Avenue, and via I-15 to Ontario Ranch Road to Archibald Avenue.

Based on the physical analysis, the size and access make the subject property physically suited for numerous types of development; however, the grading that has occurred on the site suggests residential development.

Legality of Use

The subject property is located within the City of Ontario in the County of San Bernardino. Per the City General Plan, the subject is zoned as LMDR (low to medium density residential) allowing for 5.1 to 11.0 dwelling units per acre. Per the City of Ontario Zoning Map, the site as shown as SP and falls within the Countryside Specific Plan. Per the Countryside Specific Plan Land Use Plan, the subject lands are designated as Neighborhood 5 (Shady Tree, the northern portion) and Neighborhood 6 (Whispering Winds, the southern portion), allowing for up to 98 and 141 residential units respectively, for a total maximum unit count of 239. Tract Map No. 17449, which covers Shady Tree, was recorded on December 16, 2021, and subdivides the northern portion of the site into 97 numbered lots. Tract Map No. 17450, which covers Whispering Wind, was also recorded on December 16, 2021, and subdivides the southern portion of the property into

138 numbered lots. The approved tract maps appear to be consistent with the approved specific plan and the current zoning.

Based on the legality of use analysis, the type of development for which the subject properties can be utilized is narrowed to residential use. This is consistent with the findings of the physically possible uses.

Feasibility of Development

The third and fourth considerations in the highest and best use analysis are economic in nature, i.e., the use that can be expected to be most profitable. As discussed under the Inland Empire Housing Market section earlier within this report, the market showed strong increases in both sales and pricing in 2020, 2021 and the beginning of 2022. The second half of 2022 and the beginning of 2023 reflected a slowdown in sales and a softening in prices as interest rates have risen substantially. The slowdown in the second half of 2022 resulted in builder's either pausing on escrows or dropping escrows resulting in few actual residential land sale closings until the second half of 2023. Currently, builders are once again entering escrows and moving forward on older escrows as new home buyers are continuing to purchase homes, even with the higher mortgage rates. Within Ontario CFD No. 35, out of 235 mapped units, there have been 175 home sales to date including 137 home closings. All structures appear to be in excellent condition with no physical depreciation apparent. Within the new home market in the Ontario area, we found eleven projects (including subject's two product lines) to be comparable to the subject's product lines. Homebuilding had not been able to keep up with the demand in 2020 and 2021 due to several factors including historically low interest rates, millennials joining the home buying market and the work from home factor which all add to the demand. While the market softened in the second half of 2022 through early 2023, the latter half of 2023 and start of 2024 have shown the Inland Empire is still seeing demand and new homes are still selling. Our search for land sales found six land sales in the market area in the past nine months that we consider to be comparable. Population growth is still occurring in the area and will continue to create the need for housing. Based on the above analysis, the highest and best use the subject property appears to be for single-family residential development at the right price points.

Maximum Productivity

Based on the market activity of residential lands in the immediate area, we have concluded there is a need/demand for residential lands.

Highest and Best Use Conclusion – "As If Vacant"

The final determinant of highest and best use, as if vacant, is the interaction of the previously discussed factors (i.e., physical, legal, financial feasibility and maximum productivity considerations). Based upon the foregoing analysis, it is our opinion that the highest and best use for the subject property is for residential land use.

Highest and Best Use – "As Improved"

The subject property consists of Shady Tree at Country Lane and Whispering Wind at Country Lane, with 235 total proposed homes which are currently being marketed by Lennar. Country Lane began selling in October 2022 and has sold 174 homes, reflecting a sales rate of 9.7 sales per month spread across the two product lines. Independently, Shady Tree has an average absorption rate of 4.8 sales per month while Whispering Wind has an average absorption rate of 4.8 homes per month. Base prices at Country Lane have increased since grand opening, with base price increases of 12.9 to 20.3 percent at Shady Tree (with most recent base pricing ranging from $733,000 to $799,000) and an increase of 6.4 to 14.0 percent at Whispering Wind (with most recent base pricing ranging from $577,000 to $637,000). In marketing the homes, the builder is offering concessions, including rate buy-downs and help with closing costs, on a case-by-case basis. These concessions have ranged from $0 to $106,652 with an average of about $46,000 per sale at Shady Tree and $40,000 per sale at Whispering Wind. While the incentives are showing a softening market per Empire Economics' Price Point Review Study, the plan pricing (including incentives being offered) has increased on five if the plans ranging from 0.5 up to 10 percent and decreased on two of the plans on ranging from 0.6 to 5 percent between the concluded base pricing in 2022 and current base pricing. The sales absorption rate within Country Lane is above the average in the market area. As discussed under the Inland Empire Housing Market section, within the Inland Empire, the monthly average sales per project year-to-date is 4.3 homes per month while each of the

subject communities are experiencing 4.8 sales per month. All of the homes are of good design and appear to be of good quality workmanship. It appears that Shady Tree and Whispering Wind at Country Lane are being well received and the communities are selling at the correct price points for the area. Based on the above information, it is concluded that the highest and best use for the subject property, is for the continued use, as improved.

VALUATION ANALYSIS AND CONCLUSIONS

The Sales Comparison Approach will be used to value the subject properties. This approach compares similar properties that have recently sold or are in escrow. In determining the value for the property, a unit of comparison needs to be addressed. For detached residential lands, they are typically sold on the basis of a finished lot. That is, the sales price is determined by the finished lot value and then the remaining costs to develop the property to a finished condition are taken into account in the sales price. Therefore, in determining a current market value for the lands, the current condition of the lots will be considered. In the case of the existing home valuations, a single new-home sale is the unit of comparison. Our search will include all comparable new home projects within the subject's immediate and surrounding market area to find comparable new homes for sale. In determining the value for each house, a base value will be concluded for each plan which will be considered a minimum market value as most buyers typically purchase some premiums, upgrades or options which increase the price of the home.

In the case of the completed (over 95 percent complete) builder-owned models and production houses, the homes will be valued using the Sales Comparison Approach to conclude on a retail value for each plan, followed by a Discounted Cash Flow ("DCF") Analysis due to the single ownership. The DCF will take into account the fair market value of the completed homes (utilizing the Sales Comparison Approach), remaining development costs (if any), the marketing and carrying costs associated with selling off the homes, a profit due to the developer of the homes, and a discount rate reflecting both the risk associated with selling off the homes along with the time value of money during the estimated absorption period. A home under construction (under 95 percent complete) will be valued as a finished lot rather than attribute value to a partially complete improvement. In the case of individually owned homes, the concluded minimum market value will be used for each plan and a mass appraisal technique will be addressed. In determining the concluded minimum market value, new home sales in the area will be reviewed and compared with sales of the subject completed homes using standard methodology and statistical testing. All of the value conclusions will take into

consideration improvements and/or benefits to be funded by the Ontario CFD No. 35 Special Tax Bonds and their lien. A summary of the final value conclusions will be reported at the end of this valuation section.

Market Data Discussion – Residential Lots

Within Ontario CFD 35, there are 235 pads in a generally finished condition, with 137 completed homes individually owned, 18 Lennar-owned homes that are complete or nearly complete (including six model homes and 12 production homes over 95 percent complete – all in escrow), 44 Lennar-owned homes that are under construction (under 95 percent complete with 26 in escrow), and 36 additional finished lots/pads owned by Lennar. As we are valuing a home under construction (under 95 percent complete) on the basis of a finished lot/pad, we will be valuing 80 lots/pads in our analysis.

We have searched the area and found the six transactions summarized below (listed in the Addenda) to be most comparable to the subject property. The sales are reported both on a purchase price basis and on a finished lot basis. Although some sales refer to "finished lots," they are typically physically finished lots with some fees remaining to be paid in order to be considered truly finished lots. At times land sales are for small-lot or attached product and refer to a "blended price" for these two products. The market data refers to mostly higher density products with overall density ranging from 10 to 25 dwelling units per acre while the subject property has an overall density of 7.1 dwelling units per acre which is a lower density than most of the recent land sales in Ontario Ranch. Below are the details of each of the comparable land sales along with a discussion of each transaction in relationship to the subject lands.

Land Sale No. 1 refers to the December 2023 purchase of the 14.6 acre parcel located at the northwest corner of Archibald and Eucalyptus Avenues in the master planned community of Parkside about one mile directly south of the subject. New Home Company is currently selling their NUVO project with four communities (Hyde, Bryant, Lincoln and Grant) adjacent to the north and west of this site. Lincoln and Grant are both sold out with Hyde having eight homes remaining to sell and Bryant currently selling. The parcel has

approvals for 236 units for an overall density of about 16 dwelling units per acre. Lennar purchased the site from Lewis Companies for $35,177,500, closing in December 2023. This equates to a per lot price of $149,057 based on a reported estimated finished lot/pad value of $250,000 blended between the three products. The community will include three distinct products, either two- or three-story cluster homes. In comparison to the subject property, this site has a higher overall density (16.16 dwelling units per acre versus the subject's 7.1 dwelling units per acre) which makes it significantly inferior to the subject.

Land Sale No. 2 pertains to Pulte Homes' purchase of 333 proposed units along the west side of Hamner, north of Eucalyptus Avenue within the Esperanza Specific Plan about two miles southeast of the subject. Pulte purchased the site in December 2023 for $72,527,499 or $217,800 per unit. Per the approved site plan there are 156 townhomes, 82 small, detached cluster lots and 95 large, detached cluster lots. Per brokers familiar with the transaction, the reported blended finished lot price is $315,000 per unit which is broken down as $258,000 for the townhomes, $315,000 for the small cluster lots and $401,000 for the large cluster lots. The site is also known as Planning Area 3 and 4 of the Esperanza Specific Plan. In comparison to the subject property, the blended price on this transaction is considered to be inferior in density (11 dwelling units per acre versus the subject's 7.1 dwelling units per acre). The cluster lots only have a lower density and range from $315,000 to $401,000 per unit which is more like the subject.

Land Sale No. 3 is in reference to another Lennar purchase, this one within Countryside Specific Plan, just north of the subject site. Lennar purchased the site for 265 units in October 2023 for $49,559,000 or $187,015 per unit based upon a reported $297,000 blended per unit finished lot/pad price. The product is estimated for townhomes, cluster units and detached lots with the finished prices estimated as $260,000 for the townhomes, $315,000 for the Cluster lots and $355,000 for the detached conventional lots. The density within the project is estimated to be 12 dwelling units per acre. In comparison to the subject property, the blended price on this transaction is considered to be inferior due to the higher density when compared to the subject property's 7.1 dwelling units per acre.

However, the cluster lots have a lower density and a price range of $315,000 to $355,000 which are considered similar to the subject.

Land Sale No. 4 pertains to the purchase of 191 lots by Landsea Homes located in the Westhaven Specific Plan along the west side of Haven Avenue, north of Chino Avenue in Ontario Ranch about one mile northeast of the subject site. Landsea purchased the 191 lots in August 2023 for $25,234,500 or a blended price of $132,118 per unit based on an estimated finished lot blended price of $280,000. The finished lot per product is estimated at $260,000 for the townhomes and $315,000 for the cluster detached units. The overall density on the site has been estimated at 10 dwelling units per acre. In comparison to the subject property, this transaction is considered to be slightly inferior in density based on the blended price and more similar to the cluster lots.

Land Sale No. 5 is in regard to another Landsea Homes purchase, this one along the west side of Mill Creek Avenue, south of Chino Avenue within the RichHaven Specific Plan about 1.5 miles east of the subject. Landsea purchased the site entitled for 144 townhomes in June 2023 for $16,924,000 or $117,528 per unit based on a reported finished lot price of $235,000. The property has an overall density of about 15 dwelling units per acre which is a higher density than the subject. All 144 units are proposed to be attached townhomes as Landsea is continuing their successful Eave community (adjoining lands to the west) on the site. In comparison to the subject site, this transaction is considered to be significantly inferior due to the higher density when compared to the subject site's overall density of 7.1 dwelling units per acre and the fact that they are all attached units.

Land Sale No. 6 refers to the sale of a high-density property located about five miles north of the subject property along the north side of Concours Street at Duesenberg Drive in Ontario proper, not within the Ontario Ranch community. Shea Homes purchased the property from Lewis Group of Companies in August 2023 for $8,600,000 or $102,381 per unit based on an estimated finished lot price of $198,651. Duesenberg Drive bisects the property with proposed homes on each side of the street. The site contains an estimated

3.3 acres with entitlements for 84 attached units which equates to 25.45 dwelling units per acre. In comparison to the subject properties, this sale has a much higher density which suggests that the per unit or finished lot/pad price is significantly inferior to the subject property with a density of 7.1 dwelling units per acre. Less emphasis is placed on this transaction as it is not located within the Ontario Ranch, however we have included it to show the recent activity in the subject marketplace. The much higher density would set the lower limit based on a per unit value in the current market.

The chart on the following page summarizes the considerations used in adjusting the market data to the subject property.

Data No.	Location	Date of Sale	Density	Finished Lot Price Rangh	Comparison to Subject
1	Ontario Ranch	12/23	16 du/ac	$250,000 (blended)	Significantly Inferior – Density
2	Ontario Ranch	12/23	11 du/ac	$315,000 (blended) ($258,000 - $401,000)	Inferior – Density blended
3	Ontario Ranch	10/23	12 du/ac	$297,000 (blended) $260,000 to $355,000	Inferior – Density blended
4	Ontario Ranch	8/23	10 du/ac	$280,000 (blended $250,000 - $310,000	Inferior – Density blended
5	Ontario Ranch	6/23	15 du/ac	$235,000	Significantly Inferior – Density & Attached
6	Ontario Proper	8/23	25 du/ac	$198,651	Significantly Inferior – Density & Attached

The market data has an overall, unadjusted, finished lot range from $198,651 to $315,000 with the major difference being overall density within the various communities. The lowest prices at $198,651 refers to significantly higher density at 25 dwelling units per acre versus the subject community density which is 7.1 dwelling units per acre. The subject has a lower density than all of the recent sales in the Ontario Ranch area; however, when reviewing the sales, several of the builders have reported their finished lot pricing based on product. The subject Shady Tree lots are generally conventional small lots rather than cluster lots and while Whispering Wind is in a cluster format, they are all detached small lots. We have reviewed Land Data Nos. 2, 3 and 4 which all included some townhome

lots and some either cluster or more conventional single family small lots. The cluster or single family detached lots range from $315,000 to $401,000 with Data No. 3 reporting a $355,000 finished lot price for the single family detached lots, similar to the subject. Data No. 3 is also located within the Countryside Specific Plan, same as the subject property making it the most comparable.

Based on the market data, which is considered to be good, and taking into account the varying factors in the transactions along with the current residential land market, we have concluded that the subject lots have a blended finished lot value of $330,000. However, the lots are not yet in a true finished condition. Based on the above and considering the remaining costs as discussed in the Property Description section, the land value is calculated as follows:

Lennar Ownership of Lots/Pads:

80 Lots/Pads x $330,000	$ 26,400,000
Less: Remaining Costs ($60,960.55 x 80)	(4,876,844)
Current Value of 80 Lots/Pads	$ **21,523,156**

Retail House Valuation Analysis – Shady Tree & Whispering Wind by Lennar

Shady Tree and Whispering Wind at Country Lane are proposed for a total of 235 detached homes with 137 completed and closed to individuals. The builder owns six model homes and 12 production home over 95 percent complete for a total of 18 homes. The homes under construction and the remaining lots were valued above. This section will value the builder-owned homes, followed by a value for the individually-owned homes using a mass appraisal technique. We have searched the local Multiple Listing Service ("MLS") and inspected the property and there has not been any resales or current resale listings within Country Lane. On the following page is a summary of the various floor plans in both Shady Tree and Whispering Wind. A listing of the improved residential comparable properties is located in the Addenda of this report. All improved residential comparable properties are located within the subject City of Ontario or the neighboring City of Chino.

Shady Tree at Country Lane					
Floor Plan	Bed/Bath	Floors/ Parking	Sq. Ft.	Ind. Owned	Bldr. Owned
Plan 1	4 / 2.5	2 / 2	2,213	34	1*
Plan 2	4+ Loft / 4	2 / 2	2,315	15	1*
Plan 3	5 / 4	2 / 2	2,409	19	1*
Subtotal				**68**	**3**
Whispering Wind at Country Lane					
Plan 1	3 / 2.5	2 / 2	1,618	17	3
Plan 2	3 / 2.5	2 / 2	1,800	18	4*
Plan 3	4 + Loft / 3	2 / 2	2,067	17	4*
Plan 4	5 / 3	2 / 2	2,202	17	4*
Subtotal				**69**	**15**
Total				**137**	**18**

*Each asterisk designates one model home per that plan. In addition to the above there are 21 homes under construction and five additional finished lots within Shady Tree and 23 homes under construction and 31 additional lots within Whispering Wind.

The most appropriate new home comparable data for Shady Tree Plan 1 is:

Data	Plan	Rm. Ct.	Flrs/Pkg.	Sq. Ft.	Price/SF
1 (Subj.)	1	4 / 2.5	2 / 2	2,213	--
1	2	4+ Loft / 4	2 / 2	2,315	$345.14
1	3	5 / 4	2 / 2	2,409	$328.77
2	3	4 + Loft / 3	2 / 2	2,067	$340.11
2	4	5 / 3	2 / 2	2,202	$329.70
6	4	4 / 3	2 / 2	2,173	$379.66
7	2	4 / 3	2 / 2	2,208	$341.61
9	2	4 / 3	2 / 2	2,200	$364.54

The subject market includes comparable products located within Ontario and Chino. All are of similar quality, design, and appeal. Adjustments were considered (when applicable) for location, stories, lot size/density, sales concessions, CFD taxes, common area benefits, total square footage, room count, garage space, and other amenities. The comparable new home sales have base prices ranging from $328.77 to $379.66 per square foot. The current base asking price for Shady Tree Plan 1 is $331.22 per square foot. It should be noted that the base prices do not take into consideration the mortgage concessions (either rate buy-downs or closing cost assistance) which average about $46,000 per home which equates to over $20 per square foot on the subject plan. There have been 34 closings of Shady Tree Plan 1 with actual sales prices from $269.61 to $331.91 per square foot. There are nine current escrows of Shady Tree Plan 1 with a sales price range from $301.15 to $329.79 per

square foot. It should be noted that the reported sales prices include upgrades, premiums, and options along with all concessions given by the builder, while the concluded value relates to a base price for the plan including closing cost concessions. Closing cost concessions do not show up in the reported sales price of the home, however, are a cost of selling the home. It has been concluded that Shady Tree Plan 1 has a base current market value of $300.00 per square foot. This calculates as follows:

2,213 sf x $300.00 = $663,900

The most appropriate new home comparable data for Shady Tree Plan 2 is:

Data	Plan	Rm. Ct.	Flrs/Pkg.	Sq. Ft.	Price/SF
1 (Subj.)	2	4+ Loft / 4	2 / 2	2,315	--
1	1	4 / 2.5	2 / 2	2,213	$331.22
1	3	5 / 4	2 / 2	2,409	$328.77
2	4	5 / 3	2 / 2	2,202	$329.70
6	4	4 / 3	2 / 2	2,173	$379.66
7	3	4 / 3	2 / 2	2,229	$345.14
9	2	4 / 3	2 / 2	2,200	$364.54
9	3	4 / 3	2 / 2	2,465	$344.82

The subject market includes comparable products located within Ontario and Chino. All are of similar quality, design, and appeal. Adjustments were considered (when applicable) for location, stories, lot size/density, sales concessions, CFD taxes, common area benefits, total square footage, room count, garage space, and other amenities. The comparable new home sales have base prices ranging from $328.77 to $379.66 per square foot. The current base asking price for Shady Tree Plan 2 is $345.14 per square foot. It should be noted that the base prices do not take into consideration the mortgage concessions (either rate buy-downs or closing cost assistance) which average about $46,000 per home which equates to almost $20 per square foot on the subject plan. There have been 15 closings of Shady Tree Plan 2 with actual sales prices from $264.63 to $329.13 per square foot. There are four current escrows of Shady Tree Plan 2 with a sales price range from $307.40 to $330.09 per square foot. It should be noted that the reported sales prices include upgrades, premiums, and options along with all concessions given by the builder, while the concluded value relates to a base price for the plan including closing cost concessions. Closing cost

concessions do not show up in the reported sales price of the home, however, are a cost of selling the home. It has been concluded that Shady Tree Plan 2 has a base current market value of $300.00 per square foot. This calculates as follows:

2,315 sf x $300.00 = $694,500

The most appropriate new home comparable data for Shady Tree Plan 3 is:

Data	Plan	Rm. Ct.	Flrs/Pkg.	Sq. Ft.	Price/SF
1 (Subj.)	3	5 / 4	2 / 2	2,409	--
1	1	4 / 2.5	2 / 2	2,213	$331.22
1	2	4+ Loft / 4	2 / 2	2,315	$345.14
2	4	5 / 3	2 / 2	2,202	$329.70
7	3	4 / 3	2 / 2	2,229	$345.14
7	4	4 / 3.5	2 / 2	2,528	$321.02
9	3	4 / 3	2 / 2	2,465	$344.82

The subject market includes comparable products located within Ontario and Chino. All are of similar quality, design, and appeal. Adjustments were considered (when applicable) for location, stories, lot size/density, sales concessions, CFD taxes, common area benefits, total square footage, room count, garage space, and other amenities. The comparable new home sales have base prices ranging from $321.02 to $345.14 per square foot. The current base asking price for Shady Tree Plan 3 is $328.77 per square foot. It should be noted that the base prices do not take into consideration the mortgage concessions (either rate buy-downs or closing cost assistance) which average about $46,000 per home which equates to over $19 per square foot on the subject plan. There have been 19 closings of Shady Tree Plan 3 with actual sales prices from $262.16 to $323.80 per square foot. There are six current escrows of Shady Tree Plan 3 with a sales price range from $304.66 to $326.75 per square foot. It should be noted that the reported sales prices include upgrades, premiums, and options along with all concessions given by the builder, while the concluded value relates to a base price for the plan including closing cost concessions. Closing cost concessions do not show up in the reported sales price of the home, however, are a cost of selling the home. It has been concluded that Shady Tree Plan 3 has a base current market value of $295.00 per square foot. This calculates as follows:

2,409 sf x $295.00 = $710,655

The most appropriate new home comparable data for Whispering Wind Plan 1 is:

Data	Plan	Rm. Ct.	Flrs/Pkg.	Sq. Ft.	Price/SF
2 (Subj.)	1	3 / 2.5	2 / 2	1,618	--
2	2	3 / 2.5	2 / 2	1,800	$357.78
3	H2	3 / 2.5	3 / 2	1,550	$399.99
3	H3	4 / 3.5	3 / 2	1,727	$395.48
4	B2	3 / 2.5	2 / 2	1,536	$417.96
4	B4	3 / 2.5	2 / 2	1,675	$393.43
5	2	3 / 2.5	2 / 2	1,638	$403.25
5	3	3 / 3.5	3 / 2	1,785	$364.21
8	2	3 / 2.5	2 / 2	1,684	$416.86

The subject market includes comparable products located within Ontario. All are of similar quality, design, and appeal. Adjustments were considered (when applicable) for location, stories, lot size/density, sales concessions, CFD taxes, common area benefits, total square footage, room count, garage space, and other amenities. The comparable new home sales have base prices ranging from $357.78 to $417.96 per square foot. The current base asking price for Whispering Wind Plan 1 is $379.48 per square foot. It should be noted that the base prices do not take into consideration the mortgage concessions (either rate buy-downs or closing cost assistance) which average about $40,000 per home which equates to almost $25 per square foot on the subject plan. There have been 17 closings of Whispering Wind Plan 1 with actual sales prices from $323.99 to $385.82 per square foot. There are three current escrows of Whispering Wind Plan 1 with a sales price range from $358.89 to $400.65 per square foot. It should be noted that the reported sales prices include upgrades, premiums, and options along with all concessions given by the builder, while the concluded value relates to a base price for the plan including closing cost concessions. Closing cost concessions do not show up in the reported sales price of the home, however, are a cost of selling the home. It has been concluded that Whispering Wind Plan 1 has a base current market value of $350.00 per square foot. This calculates as follows:

1,618 sf x $350.00 = $566,300

The most appropriate new home comparable data for Whispering Wind Plan 2 is:

Data	Plan	Rm. Ct.	Flrs/Pkg.	Sq. Ft.	Price/SF
2 (Subj.)	2	3 / 2.5	2 / 2	1,800	--
2	1	3 / 2.5	2 / 2	1,618	$379.48
2	3	4 + Loft / 3	2 / 2	2,067	$340.11
3	H3	4 / 3.5	3 / 2	1,727	$395.48
3	H4	4 / 3.5	3 / 2	1,809	$393.03
4	B4X	3 / 2.5	2 / 2	1,754	$379.70
5	3	3 / 3.5	3 / 2	1,785	$364.21
5	4	4 / 3	2 / 2	1,805	$373.78

The subject market includes comparable products located within Ontario. All are of similar quality, design, and appeal. Adjustments were considered (when applicable) for location, stories, lot size/density, sales concessions, CFD taxes, common area benefits, total square footage, room count, garage space, and other amenities. The comparable new home sales have base prices ranging from $340.11 to $395.48 per square foot. The current base asking price for Whispering Wind Plan 2 is $357.78 per square foot. It should be noted that the base prices do not take into consideration the mortgage concessions (either rate buy-downs or closing cost assistance) which average about $40,000 per home which equates to over $22 per square foot on the subject plan. There have been 18 closings of Whispering Wind Plan 2 with actual sales prices from $310.81 to $354.41 per square foot. There are three current escrows of Whispering Wind Plan 2 with a sales price range from $357.54 to $367.20 per square foot. It should be noted that the reported sales prices include upgrades, premiums, and options along with all concessions given by the builder, while the concluded value relates to a base price for the plan including closing cost concessions. Closing cost concessions do not show up in the reported sales price of the home, however, are a cost of selling the home. It has been concluded that Whispering Wind Plan 2 has a base current market value of $320.00 per square foot. This calculates as follows:

1,800 sf x $320.00 = $576,000

The most appropriate new home comparable data for Whispering Wind Plan 3 is:

Data	Plan	Rm. Ct.	Flrs/Pkg.	Sq. Ft.	Price/SF
1 (Subj.)	3	4 + Loft / 3	2 / 2	2,067	--
2	2	3 / 2.5	2 / 2	1,800	$357.78
2	4	5 / 3	2 / 2	2,202	$329.70
6	3	4 / 3	2 / 2	2,133	$382.09
6	4	4 / 3	2 / 2	2,173	$379.66
7	1	4 / 3	2 / 2	2,053	$359.74
8	3	4 / 3	2 / 2	1,955	$389.26
11	3	3 / 2.5	2 / 2	2,046	$383.18
11	4	3 / 2.5	2 / 2	2,100	$378.09

The subject market includes comparable products located within Ontario and Chino. All are of similar quality, design, and appeal. Adjustments were considered (when applicable) for location, stories, lot size/density, sales concessions, CFD taxes, common area benefits, total square footage, room count, garage space, and other amenities. The comparable new home sales have base prices ranging from $329.70 to $389.26 per square foot. The current base asking price for Whispering Wind Plan 3 is $340.11 per square foot. It should be noted that the base prices do not take into consideration the mortgage concessions (either rate buy-downs or closing cost assistance) which average about $40,000 per home which equates to over $19 per square foot on the subject plan. There have been 17 closings of Whispering Wind Plan 3 with actual sales prices from $271.61 to $339.38 per square foot. There are six current escrows of Whispering Wind Plan 3 with a sales price range from $316.76 to $341.68 per square foot. It should be noted that the reported sales prices include upgrades, premiums, and options along with all concessions given by the builder, while the concluded value relates to a base price for the plan including closing cost concessions. Closing cost concessions do not show up in the reported sales price of the home, however, are a cost of selling the home. It has been concluded that Whispering Wind Plan 3 has a base current market value of $300.00 per square foot. This calculates as follows:

2,067 sf x $300.00 = $620,100

The most appropriate new home comparable data for Whispering Wind Plan 4 is:

Data	Plan	Rm. Ct.	Flrs/Pkg.	Sq. Ft.	Price/SF
1 (Subj.)	4	5 / 3	2 / 2	2,202	--
2	3	4 + Loft / 3	2 / 2	2,067	$340.11
6	3	4 / 3	2 / 2	2,133	$382.09
6	4	4 / 3	2 / 2	2,173	$379.66
7	2	4 / 3	2 / 2	2,208	$341.61
7	3	4 / 3	2 / 2	2,229	$345.14
9	2	4 / 3	2 / 2	2,200	$364.54
11	4	3 / 2.5	2 / 2	2,100	$378.09

The subject market includes comparable products located within Ontario and Chino. All are of similar quality, design, and appeal. Adjustments were considered (when applicable) for location, stories, lot size/density, sales concessions, CFD taxes, common area benefits, total square footage, room count, garage space, and other amenities. The comparable new home sales have base prices ranging from $340.11 to $382.09 per square foot. The current base asking price for Whispering Wind Plan 4 is $329.70 per square foot. It should be noted that the base prices do not take into consideration the mortgage concessions (either rate buy-downs or closing cost assistance) which average about $40,000 per home which equates to over $18 per square foot on the subject plan. There have been 17 closings of Whispering Wind Plan 4 with actual sales prices from $265.93 to $318.23 per square foot. There are six current escrows of Whispering Wind Plan 4 with a sales price range from $307.60 to $343.89 per square foot. It should be noted that the reported sales prices include upgrades, premiums, and options along with all concessions given by the builder, while the concluded value relates to a base price for the plan including closing cost concessions. Closing cost concessions do not show up in the reported sales price of the home, however, are a cost of selling the home. It has been concluded that Whispering Wind Plan 4 has a base current market value of $295.00 per square foot. This calculates as follows:

2,202 sf x $295.00 = $649,590

Builder Owned Retail Value – Country Lane

Within the subject property there are 12 production homes and six models over 95 percent complete owned by Lennar. Per interviews with builders, upgrades, and

landscape/hardscape of over $100,000 are installed in subject-like model homes, however, the builders generally consider this a marketing cost and do not anticipate recovering this investment on a dollar-for-dollar basis. Based on historical information, home sizes and fixtures, actual model home sales within the subject area and the current real estate market, a consideration of a $40,000 premium has been included with each of the model homes. As concluded above, the retail base value conclusions for the builder-owned homes within Country Lane are calculated as follows:

Shady Tree Plan 1 (1 x $663,900)	$ 663,900
Shady Tree Plan 2 (1 x $694,500)	694,500
Shady Tree Plan 3 (1 x $710,655)	710,655
Whispering Wind Plan 1 (3 x $566,300)	1,698,900
Whispering Wind Plan 2 (4 x $576,000)	2,304,000
Whispering Wind Plan 3 (4 x $620,100)	2,480,400
Whispering Wind Plan 4 (4 x $649,590)	2,598,360
Model Upgrades (6 x $40,000)	240,000
Retail Value - Lennar Owned Homes	$11,390,715

Absorption Period

In order to arrive at an absorption period for the 18 builder-owned homes within Country Lane, the absorption rates for the subject and surrounding developments have been reviewed. As discussed under the Highest and Best Use section earlier within this report, there is an average sales rate for Country Lane of 9.7 sales per month, combined across both product lines. The Improved Residential Market Data which are considered competition have sales rates from 2.5 to 6.0 sales per month. We have concluded that the subject 18 homes, 12 of which are currently in escrow, will be absorbed over a three-month period taking into consideration the absorption rate and the current escrows, along with current market conditions and the rising interest rates.

Remaining Costs

As discussed under the remaining development costs section earlier within this report Lennar has stated there are $60,960.55 per unit remaining in land development costs and fees associated with the builder-owned homes and lot. This equates to a total of

$1,097,290 for the builder-owned 18 homes. It is an assumption of this analysis that the costs will be spread evenly over the three-month absorption time period.

Expenses

In determining an expense rate, several builders in the subject area have been interviewed as to their expenses on selling existing inventory. Expenses include marketing and general administrative costs. These costs typically range from six to ten percent depending on varying factors such as absorption period, intensity of marketing, etc. Due to the rapidly changing market with increasing interest rates, an eight percent allowance has been estimated for marketing expenses and two percent for general and administrative costs for a total of ten percent in expenses for this analysis.

Profit

Several interviews with merchant builders in the area were conducted in order to determine an appropriate profit percentage for the subject properties. In the early 2000s, developers typically attempted to achieve a 10 to 12 percent profit based on gross sales proceeds. During the Great Recession this range was lowered considerably to six to 10 percent with some builders drastically lowering their profit potential in order to maintain their workforce. As the market improved, so did the profits. A ten percent profit is considered appropriate in the analysis for this project.

Discount Rate

In selecting a discount rate, the following was completed:

1. Interviews with merchant builders in the Ontario Ranch area
2. Review of current market conditions including current market rates as well as yields reflected in other markets (i.e., municipal bonds, corporate bonds, etc.)
3. The quality, construction, historical sales, and product on the subject property

The homes within the subject property appear to be well constructed and have been selling at good absorption rates. There is minimal remaining development associated with the project. New home sales appear to be withstanding the higher interest rates; however, this may be due to limited existing inventory available. Due to these factors, coupled with the amount of product remaining, a ten percent discount rate is considered appropriate for this analysis.

Discounted Cash Flow Summary

The discounted revenue for the builder-owned homes in Country Lane (see DCF Analysis in Addenda) is **$7,883,526.**

Lennar Ownership Valuation Total – Country Lane

Lennar owns 18 homes over 95 percent complete, including six models, along with 80 lots either with houses under construction (under 95 percent complete) or in a finished lot condition within Ontario CFD No. 35. The homes under construction (under 95 percent) have been valued as a finished lot/pad rather than attribute value to a partially complete improvement. The final value conclusion for the builder owned property is shown below.

80 Lots Valuation	$ 21,523,156
Houses (18 Including 6 models)	7,883,526
Total Lennar Owned Property	**$ 29,406,682**

Individual Owners Value Conclusion – Country Lane

In determining the value for the individually owned homes within Country Lane, we have considered the concluded base price value for the homes, which is considered a minimum market value. This is due to homebuyers typically purchasing some additional upgrades, options or paying some premiums for the home. The concluded values are shown below:

Shady Tree Plan 1 (34 x $663,900)	$ 22,572,600
Shady Tree Plan 2 (15 x $694,500)	10,417,500
Shady Tree Plan 3 (19 x $710,655)	13,502,445
Whispering Wind Plan 1 (17 x $566,300)	9,627,100
Whispering Wind Plan 2 (18 x $576,000)	10,368,000
Whispering Wind Plan 3 (17 x $620,100)	10,541,700
Whispering Wind Plan 4 (17 x $649,590)	11,043,030
Total Individual Ownership Value	**$88,072,375**

In an additional review, we have reviewed the builder sales prices for the homes within Country Lane, where 137 closings occurred between May 16, 2023 and April 1, 2024. The builders' reported net closing prices for the individually owned homes total $88,555,310. The concluded current minimum market value of $88,072,375 equates to less than one percent less than the actual sales prices. The builder's reported prices include premiums,

upgrades and purchased options as well as took into consideration the concessions given by the builder. Due to the options, upgrades and premiums, the actual prices would be more than the base pricing, however base pricing within the project has increased 6.4 to 20.3 percent based on the plan. While this appreciation would have typically been seen in the current market value being higher, the appreciation is offset by the concessions which are determined on a case-by-case basis. As previously stated, the concessions have averages over $40,000 per sale on Whispering Wind and over $46,000 per sale on Shady Tree. Based on the above information and analysis along with our familiarity with the market, it is our conclusion that the original builder's sales prices further substantiate the concluded minimum market value for the individually owned homes.

APPRAISAL REPORT SUMMARY

The appraisal assignment was to value the subject property within Ontario CFD No. 35 which consists of 235 proposed residential units. The 235 units are known as Shady Tree and Whispering Wind at Country Lane, being marketed, and sold by Lennar, and are located in the Ontario Ranch area of the City of Ontario. The subject includes two product lines: Shady Tree, 97 detached homes arranged on "Z" lots; and Whispering Wind, 138 detached cluster homes arranged in motorcourts. As of April 1, 2024, individuals have purchased and closed 137 of the total 235 proposed houses, with an additional 38 homes in escrow which are due to close upon completion. The community has enjoyed a good sales pace. All structures appear to be in excellent condition with no visible depreciation. We have reviewed builder sales and reviewed the local MLS for current re-sale listings or resales and found none.

The subject properties were valued utilizing the Sales Comparison Approach to value, a Discounted Cash Flow Analysis, and a Mass Appraisal Technique for the individually owned homes. A minimum value was determined by concluding at a base value for the individually owned homes. The valuation took into account the improvements/benefits to be funded by the special tax Ontario CFD No. 35 bond proceeds along with the Ontario CFD No. 35 special tax lien. The concluded aggregate value for the subject properties, subject to their respective special tax lien, is:

Shady Tree and Whispering Wind at Country Lane:

Lennar Ownership (80 lots & 18 houses)	$ 29,406,682
Individual Owners (137 houses)	$ 88,072,375
Total Aggregate Value Ontario CFD No. 35	**$117,479,057**

The above values are stated as of said date of value and subject to the attached Assumptions and Limiting Conditions and Appraiser's Certification.

APPRAISER'S CERTIFICATION

The appraiser certifies that to the best of his knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased, professional analyses, opinions, and conclusions.

3. The appraiser has no present or prospective interest in the property that is the subject of this report, and no personal interest or bias with respect to the parties involved.

4. The appraiser's compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

5. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

6. Analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

7. Kitty Siino has made a personal inspection of the property that is the subject of this report.

8. Kitty Siino has not performed any appraisal services on the subject property in the past three years.

9. No other appraisers have provided significant professional assistance to the persons signing this report.

10. The reported analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

12. As of the date of this report, Kitty Siino has completed the requirements of the continuing education program of the Appraisal Institute.

K. Siino

Kitty S. Siino, MAI
State Certified General
Real Estate Appraiser (AG004793)

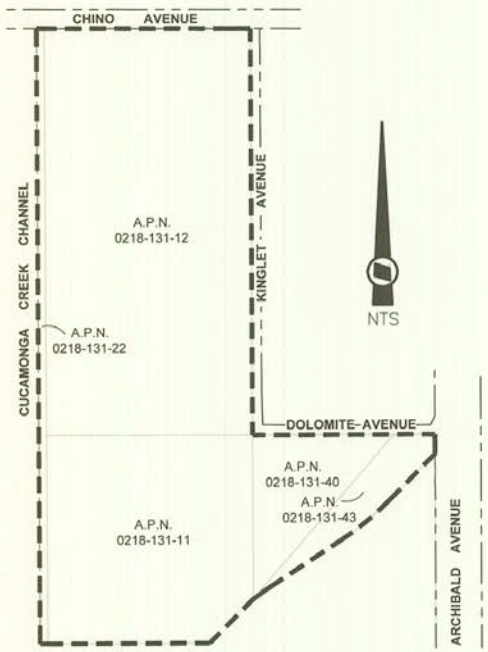
ADDENDA

ONTARIO CFD NO. 35 BOUNDARY MAP

PROPOSED BOUNDARIES OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES) COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA

LEGEND

- PROPOSED BOUNDARIES OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH–FACILITIES) SAN BERNARDINO COUNTY, CALIFORNIA
- ASSESSOR PARCEL LINE



ASSESSOR PARCEL NUMBERS WITHIN THE BOUNDARIES OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH – FACILITIES):

A.P.N.
0218–131–11
0218–131–12
0218–131–22
0218–131–40
0218–131–43

*REFERENCE IS HEREBY MADE TO THE ASSESSOR MAPS OF THE COUNTY OF SAN BERNARDINO FOR A DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH LOT AND PARCEL.

(1) FILED IN THE OFFICE OF THE CLERK OF THE CITY OF ONTARIO THIS 5th DAY OF September 2017

Vicki Kasad, Assistant City Clerk
for SHEILA MAUTZ, CLERK OF THE CITY OF ONTARIO, CALIFORNIA

(2) I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH– FACILITIES), COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ONTARIO AT A REGULAR MEETING THEREOF, HELD ON THE 5th DAY OF September 2017, BY ITS RESOLUTION NO. 2017-108,

Vicki Kasad, Assistant City Clerk
for SHEILA MAUTZ, CLERK OF THE CITY OF ONTARIO, CALIFORNIA

(3) SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2017 0370110, THIS 7th DAY OF Sept, 2017, AT 2:24 P.M., IN BOOK 87 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY OF ONTARIO IN THE AMOUNT OF $10.00.

BOB DUTTON
ASSESSOR–RECORDER
COUNTY OF SAN BERNARDINO

BY: Edward Mata
DEPUTY RECORDER

Recorded in Official Records, County of San Bernardino
Doc#: 2017 – 0370110
9/07/2017 2:24 PM

PREPARED BY L.D.KING, INC.

TRACT MAP Nos. 17449 and 17450

97 NUMBERED LOTS
19 LETTERED LOTS
18.723 GROSS ACRES
16.959 NET ACRES

TRACT MAP NO. 17449

SHEET 3 OF 5 SHEETS

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, FILED SEPTEMBER 16, 1873, TOGETHER WITH A PORTION OF BLOCK 5 OF THE MOIST BELT TRACT, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE 45, RECORDS OF SAID COUNTY

L.D. KING, INC.
ONTARIO, CALIFORNIA

APRIL 2017

CARLA E. BERARD
L.S. NO. 7224

EASEMENT NOTES

(X) INDICATES EASEMENT ITEMS PLOTTED HEREON

(1) AN EASEMENT FOR SIDEWALK AND INGRESS/EGRESS PURPOSES RESERVED TO OURSELVES, OUR HEIRS AND ASSIGNS FOR THE USE AND BENEFIT OF PRESENT AND FUTURE OWNERS WITHIN THIS TRACT.

(2) AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES IN FAVOR OF COUNTY OF SAN BERNARDINO RECORDED MAY 18, 1915 IN BOOK 573, PAGE 10, OF DEEDS.

(3) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON CO. LTD. RECORDED MARCH 27, 1939 IN BOOK 1338, PAGE 209, OF DEEDS.

(4) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY LTD. RECORDED MARCH 5, 1941 IN BOOK 1466, PAGE 211, OF OFFICIAL RECORDS.

(4a) AN AGREEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY LTD. TO TRIM OR TOP TREES AS SET FORTH IN DOCUMENT RECORDED MARCH 5, 1941 IN BOOK 1466, PAGE 211, OF OFFICIAL RECORDS.

(5) AN EASEMENT FOR HIGHWAY AND ROAD AND INCIDENTAL PURPOSES IN FAVOR OF COUNTY OF SAN BERNARDINO RECORDED JANUARY 19, 1966 IN BOOK 6554, PAGE 972, OF OFFICIAL RECORDS.

(6) AN EASEMENT FOR PASEO PURPOSES RESERVED UNTO OURSELVES, OUR HEIRS AND ASSIGNS FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS WITHIN THIS TRACT AS SHOWN HEREON.

(7) AN EASEMENT FOR PUBLIC UTILITY PURPOSES DEDICATED TO THE CITY OF ONTARIO AS SHOWN HEREON.

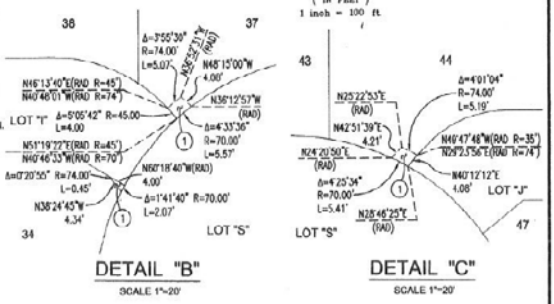
(8) AN EASEMENT FOR PUBLIC UTILITIES AND PEDESTRIAN ACCESS PURPOSES DEDICATED TO THE CITY OF ONTARIO AS SHOWN HEREON.

(9) AN EASEMENT FOR PUBLIC UTILITIES, EMERGENCY ACCESS AND SOLID WASTE COLLECTION PURPOSES DEDICATED TO THE CITY OF ONTARIO AS SHOWN HEREON.

A NON-EXCLUSIVE EASEMENT FOR ROUTING, INSTALLATION, MAINTENANCE, IMPROVEMENT, SERVICE, OPERATION AND REMOVAL IN FAVOR OF SPECTRUM PACIFIC WEST LLC RECORDED MARCH 23, 2021, AS INSTRUMENT NO. 2021-0132490, OF OFFICIAL RECORDS. (BLANKET IN NATURE)

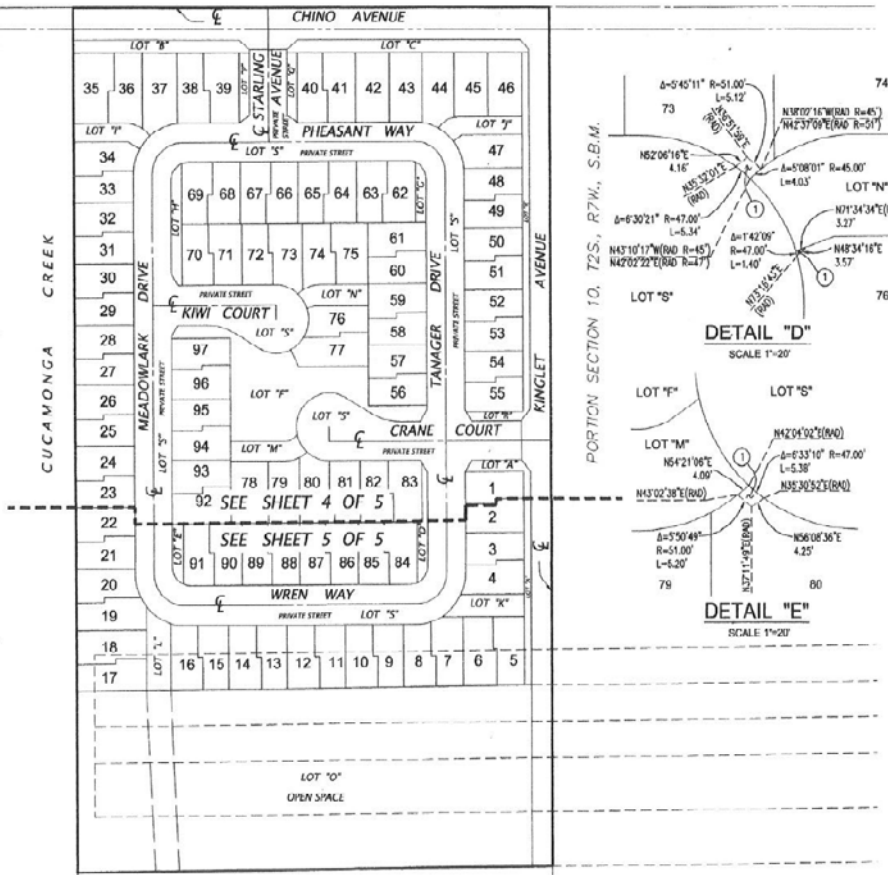
GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



DETAIL "B"
SCALE 1"=20'

DETAIL "C"
SCALE 1"=20'



DETAIL "D"
SCALE 1"=20'

DETAIL "E"
SCALE 1"=20'

138 NUMBERED LOTS
16 LETTERED LOTS
16.627 GROSS ACRES
16.158 NET ACRES

TRACT MAP NO. 17450

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, FILED SEPTEMBER 16, 1873, TOGETHER WITH A PORTION OF BLOCK 5 OF THE MOIST BELT TRACT, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE 45, RECORDS OF SAID COUNTY

L.D. KING, INC.
ONTARIO, CALIFORNIA

APRIL 2017

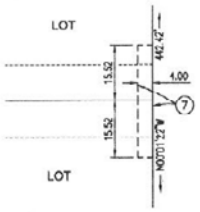
CARLA E. BERARD
L.S. NO. 7224

INDEX SHEET AND EASEMENT NOTES

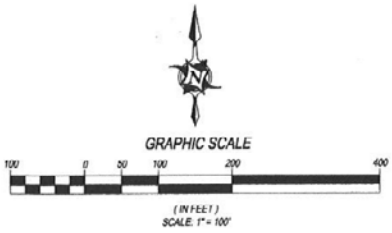
EASEMENT NOTES

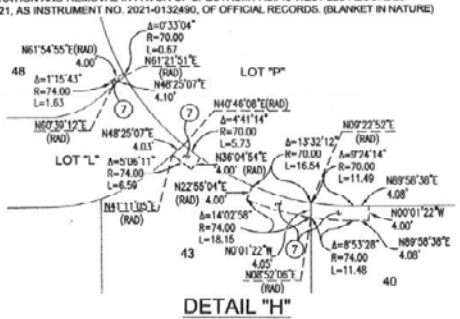
1. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED MARCH 6, 1945 IN BOOK 1735, PAGE 420 OF OFFICIAL RECORDS.
2. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED JANUARY 12, 2000 AS INSTRUMENT NO. 20000011662 OF OFFICIAL RECORDS. IN FAVOR OR SAN BERNARDINO FLOOD CONTROL DISTRICT.
3. WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS CERTAIN RIGHTS OF INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES FOR THE USE AND BENEFIT OF LOTS 2 THROUGH 129, AND LOTS 131 THROUGH 137 AND LETTERED LOTS "A", "F", "M", "N" AND "O", INCLUSIVE, AS SHOWN HEREON.
4. STORM DRAIN EASEMENT DEDICATED HEREON.
5. EASEMENT FOR PUBLIC UTILITIES, EMERGENCY ACCESS AND SOLID WASTE COLLECTION DEDICATED HEREON.
6. EASEMENT FOR PUBLIC UTILITIES, DEDICATED HEREON.
7. AN EASEMENT FOR SIDEWALK AND INGRESS/EGRESS PURPOSES RESERVED TO OURSELVES, OUR HEIRS AND ASSIGNS FOR THE USE AND BENEFIT OF PRESENT AND FUTURE OWNERS WITHIN THIS TRACT.

A NON-EXCLUSIVE EASEMENT FOR ROUTING, INSTALLATION, MAINTENANCE, IMPROVEMENT, SERVICE OPERATION AND REMOVAL IN FAVOR OF SPECTRUM PACIFIC WEST LLC RECORDED MARCH 23, 2021, AS INSTRUMENT NO. 2021-0132490, OF OFFICIAL RECORDS. (BLANKET IN NATURE)

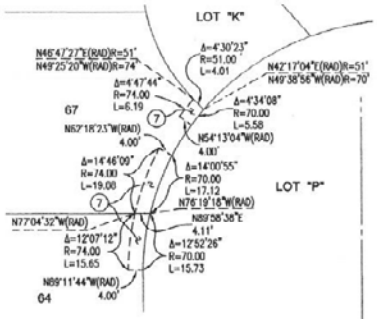


TYPICAL (TYP.) DETAIL
SCALE 1"=20'

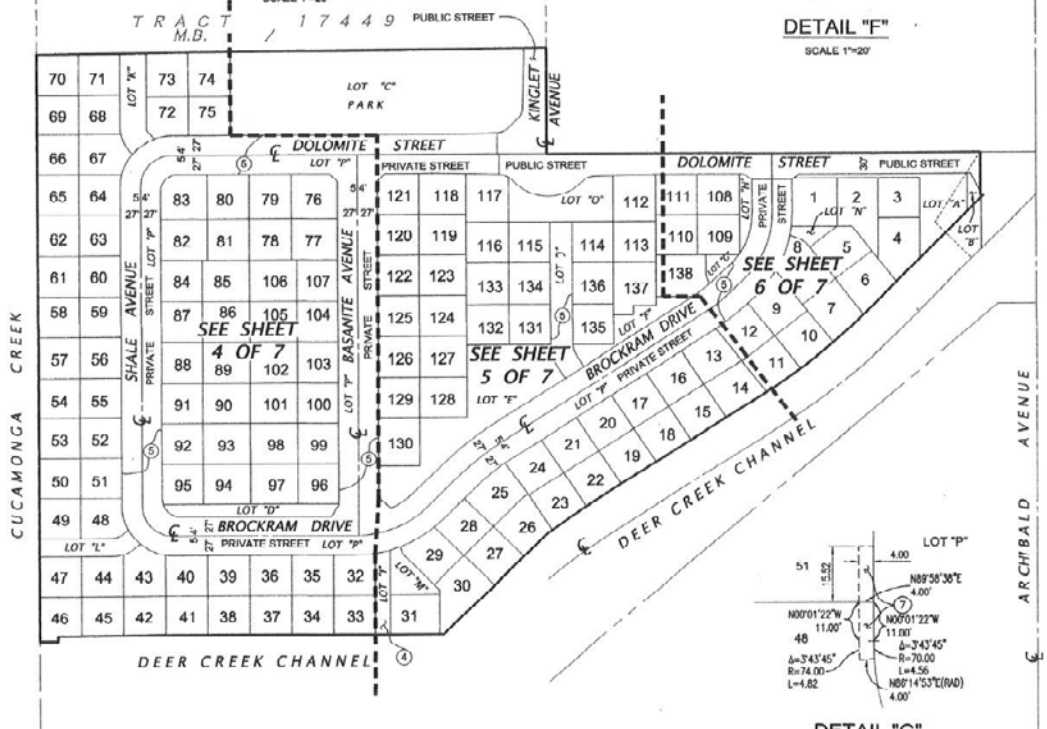




DETAIL "H"
SCALE 1"=20'



DETAIL "F"
SCALE 1"=20'



DETAIL "G"
SCALE 1"=20'

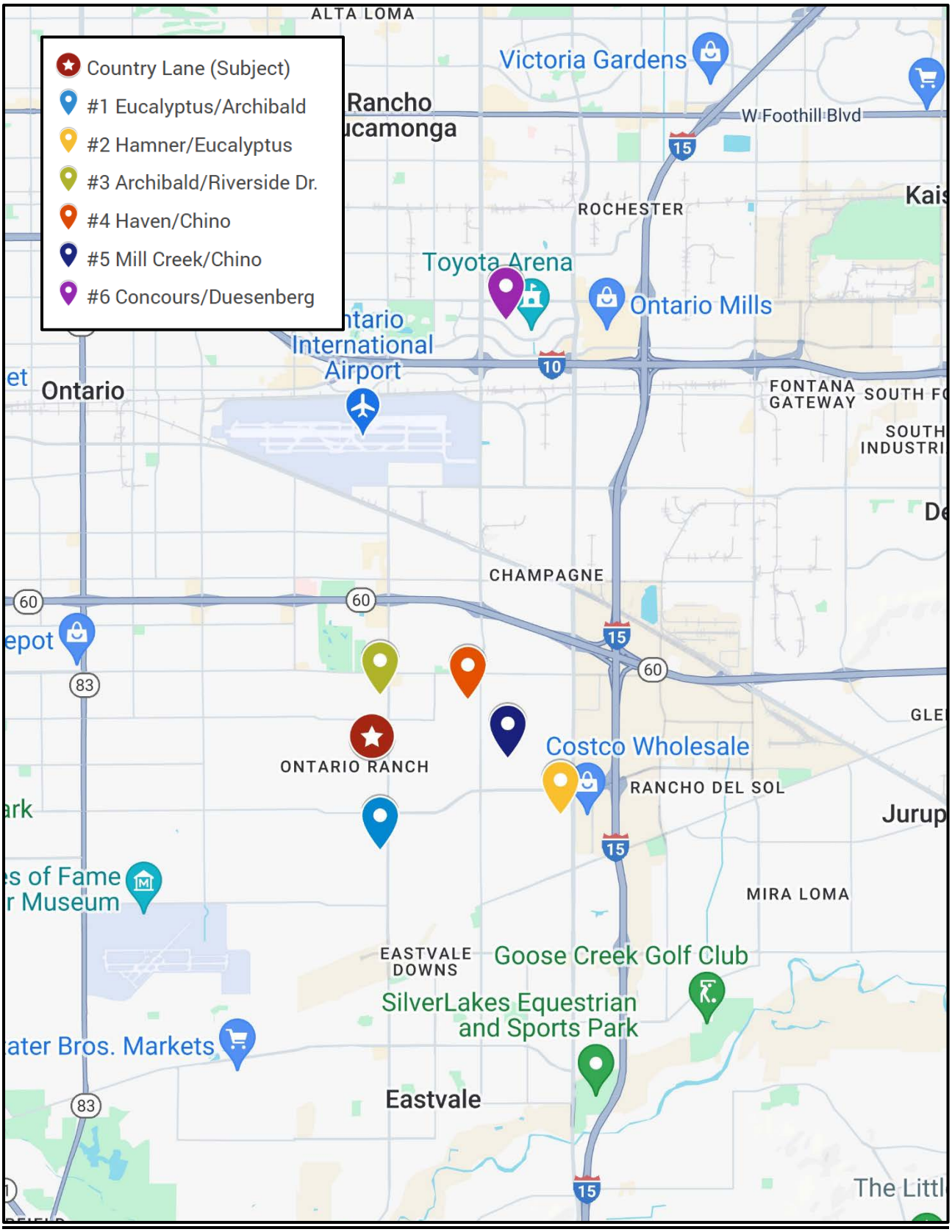
DISCOUNTED CASH FLOW ANALYSES

Ontario CFD 35 (Shady Tree & Whispering Wind) Lennar-Owned Houses DCF

MONTH	Months	MONTH 1	MONTH 2	MONTH 3	**TOTAL**
	3				
INCOME:					
Retail Sales	11,390,715	$3,796,905	$3,796,905	$3,796,905	$11,390,715
TOTAL INCOME		$3,796,905	$3,796,905	$3,796,905	$11,390,715
EXPENSES:					
Remaining Costs		($365,763)	($365,763)	($365,764)	($1,097,290)
Marketing & Carrying Expenses	10%	($379,691)	($379,691)	($379,691)	($1,139,072)
Profit	10%	($379,691)	($379,691)	($379,691)	($1,139,072)
TOTAL EXPENSES		($1,125,144)	($1,125,144)	($1,125,145)	($3,375,433)
NET CASH FLOW		$2,671,761	$2,671,761	$2,671,760	$8,015,282
Discount Factor	10%	0.9917	0.9835	0.9754	
DISCOUNTED CASH FLOW		$2,649,680	$2,627,782	$2,606,064	$7,883,526
CUMULATIVE DISCOUNTED CASH FLOW		**$2,649,680**	**$5,277,462**	**$7,883,526**	**$7,883,526**

FINISHED LOT LAND SALES MAP & SUMMARY CHART

FINISHED LOT LAND SALES MAP

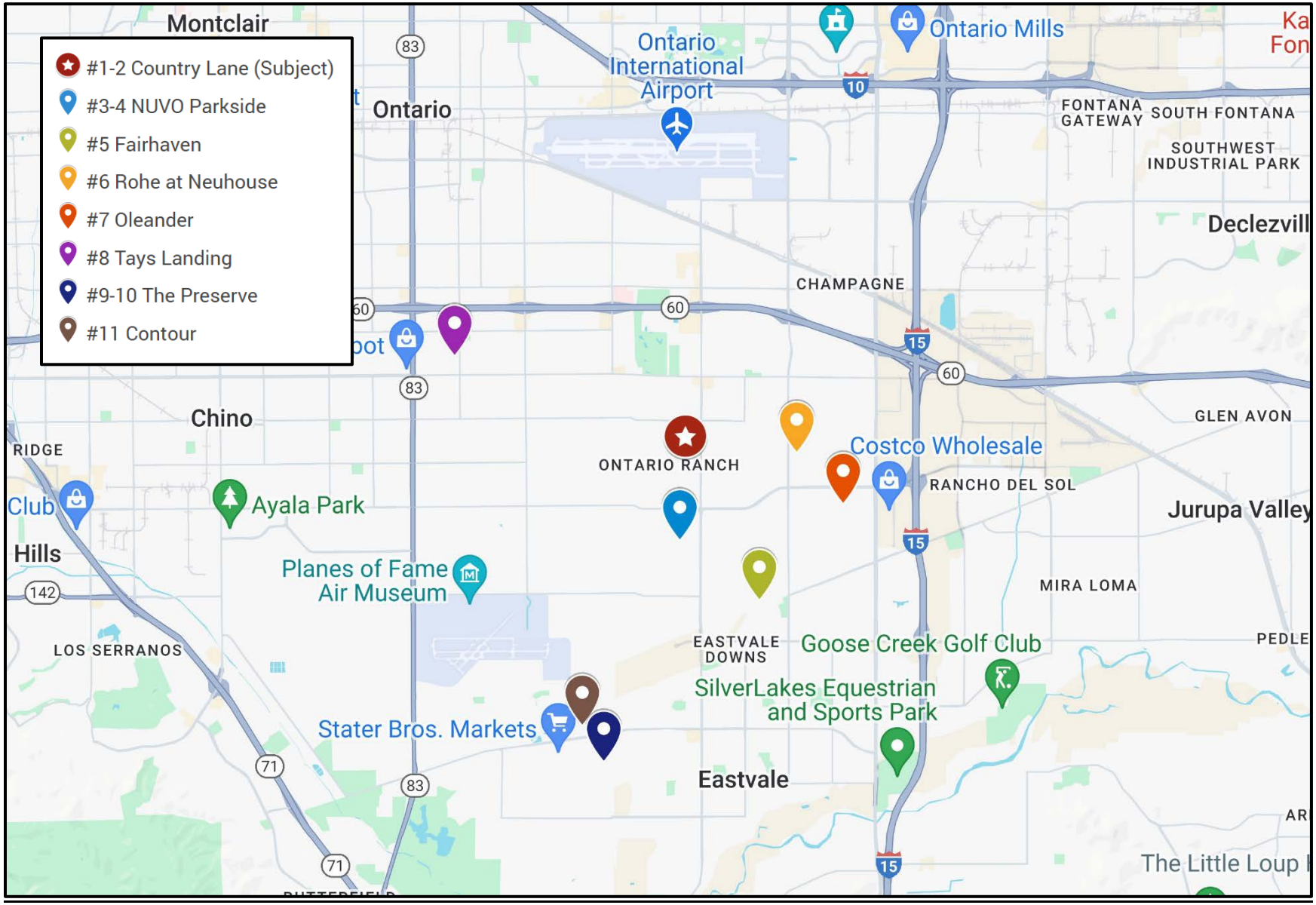


FINISHED LOT LAND SALES SUMMARY CHART

Data No.	Location / APN / Buyer / Seller	Sales Date	# Lots	Lot Size	Sales Price / Price per Lot	Est. Finished Lot Price	Comments
1	NWC Eucalyptus and Archibald, Parkside II, Ontario Ranch / 0218-053-05-0000 / Lennar / Lewis	Dec-23	236	17 du/ac	$35,177,500 / $149,057	$250,000	Site is 14.6 acres. Product will be three two- and three-story cluster products. Price is blended for the three products
2	W/S Hamner north of Eucalyptus Avenue, Esperanza Specific Plan, Ontario Ranch / N/A / Pulte Homes / Richland	Dec-23	333	11 du/ac	$72,527,499 / $217,800	$315,000	Blended price, estimated F/L values are $258,000 for 156 townhomes; $315,000 for 82 small detached cluster lots and $401,000 for 95 large detached cluster lots. PA 3 & 4 of Esperanza SP
3	West side Archibald; S/O Riverside Drive N/O Chino, Countryside Spec. Plan, Ontario Ranch / 0218-111-60-0000 / Lennar / Landmark Co.	Oct–23	265	12 du/ac	$49,559,000 / $187,015	$297,000	Blended price, estimated F/L values are $260,000 for townhomes; $315,000 for Cluster and $355,000 for detached lots. Within Countryside SP
4	W/S Haven Avenue N/O Chino Avenue, Westhaven Sp. Plan, Ontario Ranch / 0218-151-10-0000 / Landsea Homes / Richland	Aug-23	191	10 du/ac	$25,234,500 / $132,118	$280,000	Blended price, estimated F/L values are $250,000 for townhomes and $310,000 for the cluster product. Within the Westhaven Specific Plan in Ontario Ranch
5	W/S Mill Creek Avenue; S/O Chino Drive, RichHaven Spec Plan, Ontario Ranch / 0218-203-03-0000 / Landsea Homes / Richland	Jun-23	144	15 du/ac	$16,924,000 / $117,528	$235,000	Continuation of LandSea successful Eave project (on adjoining lands to the west) with townhomes. Within the RichHaven Specific Plan.
6	CN/S Concours Street at Duesenberg Drive, Ontario Proper 0210-531-16 & 30 / Shea / Lewis Group of Companies	Aug-23	84	25 du/ac	$8,600,000 / $102,381	$198,651	Site is 3.3 acres in Ontario proper (not within Ontario Ranch). Anticipated to close in August 2023

IMPROVED RESIDENTIAL SALES MAP & SUMMARY CHART

IMPROVED RESIDENTIAL SALES MAP



IMPROVED RESIDENTIAL SALES SUMMARY CHART

Data No.	Project Name Location/Developer	Plan	Room Count	Floors /Parking	Size (SF)	Lot Size or Density / Absorption	Base Sales Price	Price/SF
1	Shady Tree at Country Lane / SWC South Archibald Avenue and Chino Avenue, Ontario / Lennar	1	4 / 2.5	2 / 2	2,213	3,455 sf lots	$733,000	$331.22
		2	4+ Loft / 4	2 / 2	2,315	4.8 sales/mo	$799,000	$345.14
		3	5 / 4	2 / 2	2,409		$792,000	$328.77
2	Whispering Wind at Country Lane / SWC South Archibald Avenue and Chino Avenue, Ontario / Lennar	1	3 / 2.5	2 / 2	1,618		$614,000	$379.48
		2	3 / 2.5	2 / 2	1,800	3,000 sf lots	$644,000	$357.78
		3	4 + Loft / 3	2 / 2	2,067	4.8 sales/mo	$703,000	$340.11
		4	5 / 3	2 / 2	2,202		$726,000	$329.70
3	Hyde at NUVO Parkside / NWC South Archibald Avenue and Eucalyptus Avenue, Ontario / The New Home Company	H1	2 / 2.5	3 / 1	1,197		$562,990	$470.33
		H2	3 / 2.5	3 / 2	1,550	3,000 sf lots	$619,990	$399.99
		H3	4 / 3.5	3 / 2	1,727	3.7 sales/mo	$682,990	$395.48
		H4	4 / 3.5	3 / 2	1,809		$710,990	$393.03
4	Bryant at NUVO Parkside / NWC South Archibald Avenue and Eucalyptus Avenue, Ontario / The New Home Company	B1/1X	3 / 2.5	2 / 2T	1,370		$606,990	$443.06
		B2	3 / 2.5	2 / 2	1,536	3,000 sf lots	$641,990	$417.96
		B3	3 / 2.5	2 / 2	1,475	4.0 sales/mo	$647,990	$439.32
		B4	3 / 2.5	2 / 2	1,675		$658,990	$393.43
		B4X	3 / 2.5	2 / 2	1,754		$665,990	$379.70
5	Fairhaven at Park Place / SWC Merrill Avenue and Remington Drive, Ontario / Lennar	1	3 / 2.5	2 / 2	1,470	Detached Condos	$623,537	$424.17
		2	3 / 2.5	2 / 2	1,638	11.2 du/acre	$660,528	$403.25
		3	3 / 3.5	3 / 2	1,785	4.1 sales/mo	$650,113	$364.21
		4	4 / 3	2 / 2	1,805		$674,672	$373.78
6	Rhoe at Neuhouse, NE Haven Avenue and Schafer Avenue, Ontario / Landsea	1	3 / 2.5	2 / 2	1,862	2,700 sf lot	$765,000	$410.85
		2	4 / 3	2 / 2	1,922	Detached	$815,000	$424.04
		3	4 / 3	2 / 2	2,133	Motorcourts	$815,000	$382.09
		4	4 / 3	2 / 2	2,173	2.7 sales/mo	$825,000	$379.66
7	Oleander, SE of Ontario Ranch Road and Haven Avenue, Ontario / Shea Homes	1	4 / 3	2 / 2	2,053	2,700 sf lot	$738,555	$359.74
		2	4 / 3	2 / 2	2,208	Detached	$754,270	$341.61
		3	4 / 3	2 / 2	2,229	Motorcourts	$769,307	$345.14
		4	4 / 3.5	2 / 2	2,528	3.2 sales/mo	$811,551	$321.02
8	Tays Landing, SW of Campus Avenue and East Riverside Drive, Ontario / Meritage	1	3 / 2.5	2 / 2	1,465	3,000 sf lots	$674,000	$460.07
		2	3 / 2.5	2 / 2	1,684	6.0 sales/mo	$702,000	$416.86
		3	4 / 3	2 / 2	1,955		$761,000	$389.26

9	Parklin at the Preserve, SW of Pine Ave and Hellman Ave, Chino / Richmond American	1 2 3	3 / 2.5 4 / 3 4 / 3	2 / 2 2 / 2 2 / 2	1,940 2,200 2,465	5,400 sf lots 2.5 sales/mo	$786,990 $801,990 $849,990	$405.66 $364.54 $344.82
10	Voyage at the Preserve, SW of Pine Ave and Hellman Ave, Chino / Lennar	1 2 3	3 / 3 4 / 3.5 4 / 3.5	2 / 2 2 / 2 2 / 2	1,838 1,947 2,040	5,400 sf lots 3.5 sales/mo	$774,225 $814,240 $818,498	$421.23 $418.20 $401.22
11	Rembrandt at Contour, NW of Pine Ave and Hellman Ave, Chino / KB Home	1 2 3 4	3 / 2.5 3 / 2.5 3 / 2.5 3 / 2.5	2 / 2 2 / 2 2 / 2 2 / 2	1,815 1,900 2,046 2,100	3,000 sf lots 5.0 sales/mo	$749,990 $761,990 $783,990 $793,990	$413.22 $401.05 $383.18 $378.09

APPRAISER'S QUALIFICATIONS

QUALIFICATIONS OF KITTY S. SIINO, MAI

Education

Bachelor of Arts in Business Administration, Financial Investments, California State University, Long Beach, California (1980)

Post-Graduate Study, Real Estate Development, University of California, Irvine, California

Appraisal Institute Classes: Uniform Standards of Professional Appraisal Practice, A & B; Appraisal Principles; Appraisal Procedures; Basic Income Capitalization; Advanced Income Capitalization; Narrative Report Writing; Advanced Applications, Case Studies. Successfully completed all classes in addition to successfully completing the writing of a Demonstration Report and taking the Comprehensive Exam. Became a Member of the Appraisal Institute in December 1996. Have completed over 100 hours of continuing education through the Appraisal Institute every five years.

Employment

1988 - Present:

Self-Employed Real Estate Appraiser. Duties include the appraisal of various types of properties such as commercial, retail, industrial and vacant land. More complex assignments include easements, right-of-ways and special assessment districts. From 1996 to present, specialized in special assessment districts and community facilities districts appraisals for public entities, including Jurupa Community Services District, Corona Norco Unified School District, City of Corona, City of Chula Vista, City of San Marcos and City of Moreno Valley.

1986-1988:

Project Manager of Development for Ferguson Partners, Irvine, California. Duties included land acquisitions; review of fee appraisals and valuations; analysis of proposed development; planning and design; and management of development, construction and lease-up. The types of properties developed were commercial and industrial. Duties ranged from raw, vacant site development through property management of recently developed projects.

1981 - 1986

Manager of Finance, Construction for Community Development Division, The Irvine Company, Irvine, California. Duties included originating and managing a newly formed division of finance to bridge between the accounting functions and project management functions. Worked with analysis and budgets for Community Development Division. Coordinated with cities in forming new Assessment Districts and Community Facilities Districts to finance major infrastructure improvements. Types of properties were apartments and single-family residential lots on a for sale basis to apartment and homebuilders.

1980 - 1981

Investment Counselor, Newport Equity Funds, Newport Beach, California. Duties included obtaining private financing for residential properties, working with appraisals of properties and analyzing the investments.

Licenses

Real Estate Sales Person, State of California, 1980
Certified General Appraiser, State of California (#AG004793)

Organizations

MAI #11145 - The Appraisal Institute

Public Financing

CASTOFF Meetings, 2006, 2007, 2008, 2009, 2010, 2011, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2022

Speaker, Mello-Roos & Special Assessment Financing, UCLA Extension Public Policy Program, February 2009 and March 2011

CITY OF ONTARIO *Agenda Report* **June 4, 2024**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Engineering Prepared By: Craig Cruz Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 30

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING ARTICLE 22 (VALET PARKING) TO CHAPTER 6 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) OF THE ONTARIO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO VALET PARKING**

RECOMMENDATION: That the City Council introduce an Ordinance adding Article 22 (Valet Parking) to Chapter 6 (Traffic) of Title 4 (Public Safety) and amending Section 4-6.1202 of the Ontario Municipal Code, establishing regulations relating to valet parking.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The proposed fee will cover the costs associated with the processing of the valet parking permit application.

BACKGROUND & ANALYSIS: With an increase in development and/or the popularity of certain businesses, an increase of parking demand and decrease of off-street parking facilities, both temporarily and permanently, can occur. Valet parking can provide for efficient use of limited parking spaces and provide an additional visitor/patron amenity.

The Ontario Municipal Code currently does not contain any provisions regulating valet parking. This Ordinance would establish a legal framework to guide the implementation, operation, and regulation of a valet parking permitting system. The Engineering Department would administer the valet parking permit application process, which would include, but not be limited to, establishing fees, reviewing the map of the valet services, and reviewing the placement of signs and pedestals. Valet parking permits would be valid for not more than one year from the date of issuance and can be renewed. Valet parking zone inspections will be conducted to ensure compliance with the ordinance, the permit and any conditions of approval.

The Fiscal Year 2024-25 Proposed Citywide Fee Schedule will include the new fees for a valet parking permit application and will be presented at the June 17, 2024, special City Council budget meeting for Council's consideration.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING ARTICLE 22 (VALET PARKING) TO CHAPTER 6 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) AND AMENDING SECTION 4-6.1202 OF THE ONTARIO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO VALET PARKING.

WHEREAS, the Ontario Municipal Code currently does not contain any provisions regulating valet parking; and

WHEREAS, the City Council wishes to regulate valet parking and valet parking operators through a permitting system to enhance public safety and to avoid potential public nuisances;

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City has broad discretionary power to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, this Ordinance establishes a legal framework to guide the implementation, operation, and regulation of a valet parking permitting system.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are incorporated herein and made an operative part of this Ordinance.

SECTION 2. Article 22 (Valet Parking), is hereby added to Chapter 6 (Traffic) of Title 4 (Public Safety) of the Ontario Municipal Code to read in its entirety as follows:

Article 22 (Valet Parking), of Chapter 6 (Traffic), of Title 4 (Public Safety)

Sec. 4-6.2201 Purpose.
Sec. 4-6.2202 Definitions.
Sec. 4-6.2203 Designation of Valet Parking Zones.
Sec. 4-6.2204 High-Visibility Safety Apparel Required.
Sec. 4-6.2205 Rules and Regulations.
Sec. 4-6.2206 Conformance with Applicable Laws.
Sec. 4-6.2207 Permit Required.
Sec. 4-6.2208 Application for Valet Parking Permits.
Sec. 4-6.2209 Duration of Permit.
Sec. 4-6.2210 Insurance
Sec. 4-6.2211 Valet Parking Permit.
Sec. 4-6.2212 Permit Revocation.
Sec. 4-6.2213 Penalties.

Sec. 4-6.2201 Purpose.

The primary purpose of public streets and rights-of-way is the free and unobstructed right of travel. The city recognizes that the use of public streets and rights-of-way for valet parking operations, while providing a public benefit, may impede travel, interfere with rights of others using the streets and rights-of-way, and may affect the public safety and create a public nuisance. The city may therefore permit and restrict valet parking operations as a special privilege, not as a matter of right, in order to foster public safety and to prevent public nuisances. The approval of any permit under this chapter for the use of the public right-of-way is on a temporary and nonpermanent basis and is for a nonexclusive use of that public right-of-way. Permittees shall have neither a property interest in nor any entitlement to the granting or continuation of any permit for the use of any public right-of-way. For the reasons set forth in this article, a system of valet parking permits is enacted for the City of Ontario.

Sec. 4-6.2202 Definitions.

For purposes of this article, the following terms shall have the prescribed meaning:

1. "City council" shall mean the city council of the City of Ontario.

2. "High-visibility safety apparel" means any vest, shirt, or jacket which meets the following conditions: the outer material color shall be fluorescent orange-red, fluorescent yellow-green or a combination of the two as defined by the American National Standards Institute/International Equipment Safety Association for class 2 or 3 risk exposure; the retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors; and the apparel shall be designed to clearly identify the wearer as a person.

3. "Parking facility" shall mean any area dedicated for public parking, including but not limited to dedicated curbside parking areas, parking lots, and parking structures.

4. "Permittee" shall mean any person who holds a valid valet parking permit and who is engaged in running a valet parking operation.

5. "Person" shall mean a natural person, firm, partnership, association, corporation or other business entity, and employees, agents and subcontractors thereof.

6. "Public right-of-way" shall mean any area within the City of Ontario designated for public use as a public street, pedestrian way, or other thoroughfare, including but not limited to roadways, parkways, alleys, sidewalks, and pedestrian ways.

7. "Sponsor" shall mean any person who operates, or causes to be operated, a valet parking operation at the sponsor's place of business or function.

8. “Valet parking” shall mean and include any person, firm or corporation engaged in, conducting or managing the receiving, taking possession of, driving, moving, parking, or leaving standing other persons’ motor vehicles, whether or not a charge is levied, and whether or not such persons are employed by, or under contract to the business for which the vehicles are being parked.

9. “Valet parking attendant” means any employee or agent of a Permittee or Valet Parking Operator, or any employee or agent of a sponsor providing valet parking to its customers, who receives, takes possession of or moves any vehicle, or who handles the keys to any vehicle left with the attendant for valet parking.

10. “Valet parking operator” means any Permittee or person engaged in the business of valet parking operations, including any person contracting with a valet parking operator to provide valet parking, or any person engaged in providing valet parking services to the public.

11. "Valet parking permit" means a permit issued in accordance with this division for the approved use of valet parking in a valet parking zone.

12. "Valet parking zone" means an area for a standard single passenger vehicle on the public right-of-way that has been set aside by the city engineer for valet parking.

Sec. 4-6.2203 Designation of Valet Parking Zones.

1. The city engineer shall consider the following in evaluating approval of valet parking zones:

    a. Safety and convenience for the people of the City of Ontario;

    b. Actual number of passengers to be served by the zone;

    c. Proximity of existing valet parking zones;

    d. Existing demands for curb use such as the number and location of existing transit, taxi, and transportation network company loading zones, and existing commercial loading zones in the general area of the requested zone;

    e. Overall determination of available on street parking for the area; and

    f. Designation of the valet parking zone will cause no significant impact on the environment.

2. Valet parking zones may also be used for on-street public parking, or for loading and unloading of persons or property.

Sec. 4-6.2204 High-Visibility Safety Apparel Required.

1. No Valet Parking Operator shall employ, direct or otherwise permit, a valet parking attendant to park or retrieve any vehicle on, along, or across any public right-of-way, unless that valet parking attendant is wearing high-visibility safety apparel as specified in this chapter.

2. Valet parking attendants shall wear high-visibility safety apparel at all times while valet parking on any public right-of-way, including while walking on, along or across any public right-of-way.

Sec. 4-6.2205 Rules and Regulations.

The city council may establish rules and regulations, by resolution, for the implementation and enforcement of the provisions of this chapter and when duly adopted by the city council such rules shall be in full force and effect.

Sec. 4-6.2206 Conformance with Applicable Laws.

Nothing in this article is intended to authorize the parking of motor vehicles by Valet Parking Operators, their agents, employees, and valet parking attendants in a manner contrary to any applicable state laws and local parking and traffic regulations, including this code.

Sec. 4-6.2207 Permit Required.

No person shall operate, engage in, conduct, manage, or cause to be operated any valet parking operation or any related activity upon any portion of a public street or public right-of-way or other city property, including any city-owned parking facility, except under the terms and conditions of a current valet parking permit and, if using the public street or public right-of-way in any manner for drop-off and pick-up of vehicles, under the terms and conditions of a current sponsor's valet parking permit.

Sec. 4-6.2208 Application for Valet Parking Permits.

1. The city engineer is authorized to issue, upon written application, a valet parking permit in accordance with section 7-3.04. Applications for valet parking shall be made upon application forms provided by the city engineer and shall be accompanied by a filing fee. The fee for each permit application shall be paid at the time of application. The permit fees shall be based on the reasonable cost of application, plan review, study, and other services as required for permit approval. Other fees based on the cost of private usage of the public right-of-way will also be assessed per valet

parking zone spaces. Such fees shall be established by resolution of the City Council.

2. The application shall include:

   a. The business name and address of the corporation, partnership or other business entity seeking the permit;

   b. The identifying number of the applicant's City of Ontario business license;

   c. The business name, address, contact information, and seating capacity of the business served by the valet parking Valet Parking Operator.

   d. Proof of insurance pursuant to Section 4-6.2210.

   e. Any other information consistent with this chapter or Section 7-3.04 of this Code that the city engineer deems necessary for persons applying for valet parking permits.

   f. A map of the immediate area showing the location of the valet service and the off-street parking lot(s) to be used for the storage of vehicles. Any changes in this provision shall require the approval of the city engineer.

   g. Any agreement between the Valet Parking Operator and the off-street parking lot operator for the storage of vehicles.

3. An applicant may appeal the denial of a valet parking permit as set forth in Section 7-3.06 of this Code.

Sec. 4-6.2209 Duration of Permit.

1. Each valet parking permit issued by the city engineer shall be valid for not more than one (1) year from date of issuance. Each application renewal of a valet parking permit will be subject to an annual valet parking zone inspection. All renewals granted under this chapter shall also require a fee as may be set from time to time by the City Council.

Sec. 4-6.2210 Insurance

1. Required Insurance. Permittee shall provide upon request proof of insurance as required by the City Engineer.

Sec. 4-6-2211 Valet Parking Permit And Valet Parking Operator Obligations

1. The valet parking permit shall authorize the Valet Parking Operator to provide valet parking in a designated valet parking zone.

2. The Valet Parking Operator shall operate the valet parking zone in such a manner as to provide ample opportunities for its use by motorists who do not wish to utilize the valet parking service.

3. The Valet Parking Operator shall be the business owner, under contract to or employed by the business or businesses to be served.

4. The Valet Parking Operator shall agree to provide and maintain one moveable ground sign or pedestal sign identifying the availability of valet parking, the Valet Parking Operator's name, the address and telephone number of the business, the hours of operation, the valet parking permit number, and the valet parking fees, if any. If fees are charged, such fees also shall be stated as follows:

   a. Rates per hour;

   b. Rates per fraction of an hour, if any;

   c. Rates for subsequent hours or fractions thereof;

   d. Parking Taxes, if applicable, per the Title 3, Chapter 8 of the Ontario Municipal Code; and

   e. The maximum charge.

   Prior to placement of any sign or pedestal sign in the public right-of-way, the sign owner must first obtain approval of its location and size from the City Engineer. The sign or pedestal sign shall only be visible from the public right-of-way during the approved hours that valet parking is in operation. The sign or pedestal sign shall be no more than twenty-four inches wide and not more than four feet high. The sign or pedestal sign must be located within twenty-four inches of the face of the curb and be placed in such a manner as not to create an impediment to pedestrians. All signs and stands shall be set so that a continuous clear width of pedestrian access complies with the Americans with Disability Act of 1990 and any minimum clearances set forth in this Code.

5. The Valet Parking Operator shall not allow the valet parking zone or any other public right-of-way to be used for the storing of valet parked cars.

6. Valet Parking Operator shall ensure that pedestrian' walkways are not blocked at any time during valet parking operations.

7. The Valet Parking Operator shall at no time allow any patron's vehicle to be parked upon private property without a signed statement of authorization by the owner or other person having legal control of such private property.

8. The Valet Parking Operator shall employ sufficient valet parking attendants to park vehicles so that traffic on streets or sidewalks will not be impeded by the activities of the Valet Parking Operator.

9. The Valet Parking Operator shall ensure that all valet parking attendants who drive a patron's vehicle or who handle a patron's vehicle keys have a current and valid California driver's license and wear a standard uniform that conspicuously identifies the attendant by their full name and the name of the Operator. The Valet Parking Operator shall ensure that all valet parking attendants who receive, take possession of, or move a patron's vehicle upon any portion of the public right-of-way wear high-visibility apparel.

10. The Valet Parking Operator shall not allow any valet parking attendant who has been convicted within the previous seven (7) years of a felony or any offense involving violence, dishonesty, automobile theft, automobile, vandalism, reckless driving or driving under the influence of drugs or alcohol to drive a patron's vehicle or handle a patron's vehicle keys.

11. Every Valet Parking Operator shall maintain:

    a. A continuously updated list of the names and residence addresses of its employees and valet parking attendants who perform valet parking. Such list shall be maintained at the business address listed on the permit application and shall be produced on demand of any peace officer or City official.

    b. All financial records related to the Valet Parking operation for a minimum of three (3) years and shall make them available to the City Engineer for inspection at any time during the Valet Parking Operator's hours of operation.

12. Nothing in this chapter is intended to authorize, or authorizes, the parking of motor vehicles by the Valet Parking Operator in a manner contrary to applicable state laws or local parking and traffic regulations

13. Valet Parking Operators that conduct, manage, or operate a valet parking operation shall comply with all of the requirements set forth in this Article.

Sec. 4-6.2212 Permit Revocation.

1. The Permittee is responsible for the proper operation of the valet parking zone. Any violation of the conditions enumerated in this article shall be

sufficient cause for revocation of the valet parking permit by the city engineer.

2. A valet parking permit may be temporarily suspended without a hearing if the city engineer determines that the continued operation is an immediate hazard to public safety or is in violation of this article. The suspension will be effective for sixty (60) days or until a hearing, whichever is less. Once a hearing has convened, the suspension will continue through its conclusion.

3. The city engineer shall revoke a valet parking permit if, after a hearing on the matter, the hearing officer finds the grounds exist which would have constituted just cause for refusal to issue the permit, or that the Permittee has failed to comply with any requirements imposed by this article or conditions of the permit. Written notice of the revocation hearing, setting forth the time and place of hearing and a brief statement of the reason(s) for the proposed revocation, shall be served on or mailed to the Permittee at the business address listed in the permit application no less than ten (10) days prior to the hearing.

Sec. 4-6.2213 Penalties.

1. The city has determined that this chapter is necessary to protect health, life, and property of the city and its inhabitants.

2. Any violation of the provisions of this chapter by any person shall be subject to the administrative penalty provisions set forth in section 7-3.20 and the Penalty Schedule contained within this code.

3. It is unlawful and a violation of this chapter for any person to operate, engage in, conduct, manage, or cause to be operated on any public street or right-of-way any valet parking without a valid valet parking permit issued by the city engineer.

4. This article authorizes any deputy sheriff, or city employee or agent of the city designated by the director of any city department, to administer, implement, and enforce the provisions of this chapter.

5. It is unlawful and a violation of this chapter for a person to falsely represent themselves as eligible for a valet parking permit or to furnish false information in an application for a valet parking permit.

6. It is unlawful and a violation of this chapter for a person holding a valet parking permit to permit the use or display of the permit for any purpose other than that for which the permit is issued.

7. It is unlawful and a violation of this chapter for a person to copy, produce or otherwise bring into existence a facsimile or counterfeit valet parking permit without written authorization from the city manager. It shall further be

unlawful and a violation of this chapter for a person to transfer the beneficial ownership of or a continuous right to use a valet parking permit.

8. Any person violating any of the provisions of this article or the regulations hereunder or the terms and conditions of any valet parking permit issued hereunder is deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable in accordance with Title 1, Chapter 2 of this Code.

SECTION 3 Subsection (a)(3) of Section 4-6.1202 of the Ontario Municipal Code is hereby amended to read in its entirety as follows:

(a) The City Traffic Engineer is hereby authorized, subject to the provisions and limitations of this chapter to place, and when required by the provisions of this chapter shall place, the following curb markings to indicate parking or standing regulations, which curb markings shall have the following meanings:

(1) Red shall mean no stopping, standing, or parking at any time except as permitted by the Vehicle Code and except that a bus may stop in a red zone marked or signed as a bus zone.

(2) Yellow shall mean no stopping, standing, or parking at any time between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials; provided, however, the loading or unloading of passengers shall not consume more than three (3) minutes, and the loading or unloading of materials shall not consume more than twenty (20) minutes.

(3) White shall mean no stopping, standing, or parking for any purpose other than the loading or unloading of passengers, including valet parking, or for the purpose of depositing mail in an adjacent mailbox, which shall not exceed three (3) minutes, and such restrictions shall apply between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays and except as follows:

(i) When such zone is in front of or adjacent to a terminal serving a public transportation agency, a hotel, or a mailbox, the restrictions shall apply at all times.

(ii) When such zone is in front of a theater, the restrictions shall apply at all times except when such theater is closed.

(b) When the City Traffic Engineer, as authorized by the provisions of subsection (a) of this section, has caused curb markings to be placed, no person shall stop, stand, or park a vehicle adjacent to any such legible curb markings in violation of the provisions of this section.

SECTION 4. If any section, sentence, clause, or phrase of this Ordinance of the application thereof to any entity, person, or circumstance is held for any reason to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases by declared invalid or unconstitutional.

SECTION 5. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

SECTION 6. This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

SECTION 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)